

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING S1	PAGE OF PAGES 1 59			
2. CONTRACT NO. N68936-02-D-0016		3. SOLICITATION NO. N68936-01-R-0086		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 27 Sep 2001		6. REQUISITION/PURCHASE NO. N63126-1101-014A		
7. ISSUED BY CDR NAWCWD CODE 230000E ATTN: D. MAHAN (805) 989-1915 575 "I" AVE SUITE 1, BLDG 65 POINT MUGU CA 92042-6049				CODE N68936		8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE TEL: FAX:		
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".										
SOLICITATION										
9. Sealed offers in original and <u>2</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>NAS Pt Mugu Bldg 65 Room 1</u> until <u>12 00</u> local time <u>01 Nov 2001</u> (Hour) (Date)										
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.										
10. FOR INFORMATION CALL:		A. NAME DANIEL R MAHAN		B. TELEPHONE (Include area code) (NO COLLECT CALLS) (805) 989-1915		C. E-MAIL ADDRESS mahandr@navair.navy.mil				
II. TABLE OF CONTENTS										
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OFFER (Must be fully completed by offeror)										
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.										
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.										
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)										
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):										
AMENDMENT NO.					DATE		AMENDMENT NO.			DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE 1NPU4		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) THOMAS KARR				
TITAN SYSTEMS CORPORATION 815 EAST GATE DRIVE MOUNT LAUREL NJ 08054										
15B. TELEPHONE NO (Include area code) (856) 234-6700				15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE		
AWARD (To be completed by Government)										
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT \$40,294,868.00						
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()										
24. ADMINISTERED BY (If other than Item 7) DCMA DCMC PHILADELPHIA P.O. BOX 11427 PHILADELPHIA PA 19111-0427				CODE S3915A		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ITEM				
26. NAME OF CONTRACTING OFFICER (Type or print) HENRY G KELLEY						25. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER & MOCAS NORTH ENTITLEMENT OPERS PO BOX 182266 COLUMBUS OH 43218-2266		CODE HQ0337		
						27. UNITED STATES OF AMERICA <i>H. Kelley</i> (Signature of Contracting Officer)		28. AWARD DATE 3/26/02		

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Previous Edition is Unusable

33-134

STANDARD FORM 33 (REV. 9-97)
Prescribed by GSA
FAR (48 CFR) 53.214(c)

SECTION A Solicitation/Contract Form

CLAUSES INCORPORATED BY FULL TEXT

FOR YOUR INFORMATION: The following addresses and point of contacts are provided:

Name: Daniel R. Mahan
Phone: (805) 989-1915
DSN: 351-1915
FAX: (805) 989-3656
Email address: mahandr@navair.navy.mil

U.S Postal Service Mailing Address:

COMMANDER
CODE 230000E (D. MAHAN - 805-989-1915)
NAVAIRWARCENWPNDIV
575 "I" AVE SUITE 1
POINT MUGU, CA 93042-5049

Direct Delivery Address (UPS, FedEx, etc):

COMMANDER
CODE 230000E (D. MAHAN)
NAVAIRWARCENWPNDIV
BLDG 65, RM 1-MAILROOM
POINT MUGU, CA 93042-5049

IMPORTANT NOTICE: No questions will be accepted regarding this solicitation after 15 October 2001 unless an extension amendment is issued. At that time a new deadline for submission of questions will be established.

NOTE: The Contracting Officer has sufficient funds on hand to fund the \$175,000 contract minimum.

SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	EA-6B Engineering Support Services CPFF - Provide technical engineering support services for EA-6B in the performance of assigned missions. MILSTRIP N63126-1101-014A PURCHASE REQUEST NUMBER N63126-1101-014A		Lot		\$ \$
ESTIMATED COST					\$37,483,598.00
FIXED FEE					\$2,811,270.00
TOTAL EST COST + FEE					\$40,294,868.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Data CPFF - Data in accordance with Contract Data Requirements List (DD Form 1423)		Lot		NSP

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5252.216-9506 MINIMUM AND MAXIMUM QUANTITIES (MAR 1999) (NAVAIR)

As referred to in paragraph (b) of FAR 52.216-22 "Indefinite Quantity" of this contract, the contract minimum quantity is \$175,000; the maximum quantity is \$40,294,868.

B-NSTD-01 LEVEL OF EFFORT (COST PLUS FIXED FEE)

(a) The level of effort estimated to be ordered during the term of this contract is 505,200 man-hours of direct labor, including authorized subcontract labor, if any. The estimated composition of the total man-hours of direct labor by classification is as follows:

Labor Category	Man-Hours
	Contract Site
Program Manager*	5,600
Systems Engineer*	110,000
Journeyman Engineer*	135,000
Engineer	65,600
Senior Technical Staff*	130,000
Junior Technical Staff	15,000
Support Staff	44,000
Total Hours	505,200

*Denotes key Personnel Labor Categories

The above level of effort is expected to occur over the contract term.

(b) In performing a delivery order, the contractor may use any combination of hours of the labor categories listed in the delivery order.

(c) Either the "Limitation of Cost" or the "Limitation of Funds" clause, depending upon whether the order is fully funded, applies to each order under this contract and nothing in this clause amends the rights or responsibilities of the parties hereto under either of those two clauses. In addition, the notifications required by this clause are separate and distinct from any specified in either the "Limitation of Cost" or the "Limitation of Funds" clause.

(d) The contractor shall notify the contracting officer immediately in writing whenever there is reason to believe that:

(1) The level of effort the contractor expects to incur under any order in the next sixty (60) days, when added to the level of effort previously expended in the performance of that order, will exceed 75% of the level of effort established for that order; or

(2) The level of effort required to perform a particular order will be greater than the level of effort established for that order. As part of the notification, the contractor shall provide the contracting officer a revised estimate of the level of effort required to perform the order. As part of the notification, the contractor shall also submit a proposal for equitable adjustment to the estimated cost and fixed fee that would cover the increase level of effort. Any such upward adjustment shall be prospective only (i.e., will apply only to effort expended after a modification (if any) is issued). However, whether an increase in fixed fee is appropriate shall depend on the circumstances involved, and, except as otherwise provided in the contract, shall be entirely within the discretion of the contracting officer.

(e) Within thirty (30) days after completion of the work under each delivery order, the contractor shall submit the following information directly, in writing, to the ordering officer, the contracting officer's technical representative and the Defense Contracting Audit Agency to which vouchers are submitted.

(1) The total number of man-hours of direct labor, including any subcontract labor expended.

(2) A breakdown of this total showing the number of man-hours expended in each direct labor classification listed in the delivery order schedule, including the identification of key employees utilized.

(3) The contractor's estimate of the total allowable cost incurred under the delivery order.

(4) In the case of a cost underrun, the amount by which the estimated costs of the delivery order may be reduced to recover the excess funds.

(f) In the event that less than 100% of the estimated level of effort for this basic contract is expended; or if said level of effort has been previously revised upward, of the fee bearing portion of the additional hours by which the level of effort was last increased; or is actually expended by the completion date of the contract, the Government shall have the option of:

(1) Requiring the contractor to continue performance, subject to the provision of the "Limitation of Cost" clause, or as applicable, the "Limitation of Funds" clause, until the effort expended equals 100% of the original level of effort or of the fee bearing portion of the last upward revision; or

(2) Effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than 100% of the original level of effort or the fee bearing portion of the last upward revision.

(g) In the event that the incurred level of effort exceeds 3% of the delivery order requirement, but does not exceed the estimated cost of the contract, the contractor shall be entitled to cost reimbursement for actual hours expended, not to exceed the ceiling cost. The contractor shall not be paid a fixed fee, however, on the level of effort in excess of 100% without complying with paragraph (d) above. This understanding does not supersede or change subsection

(d) above, whereby the contractor and Government may agree on a change to the delivery order level of effort with an equitable adjustment of both the cost and fee. Further, the contractor shall not exceed 100% of the total level of effort specified in the basic contract.

B-NSTD-04 MATERIALS AND SUPPLIES

(a) The contractor shall be reimbursed for the actual cost of materials purchased or materials withdrawn from the contractor's store or warehouse (other than general office supplies) for the performance of work pursuant to the requirements set forth in the task orders, less any cash or quantity discount earned, plus mark-up for general and administrative expenses but without any mark-up for fee.

(b) Title to all property acquired in accordance with the paragraph above for the performance of work hereunder shall rest in the Government. Only materials and supplies directly required by task orders are included.

(c) The contractor shall not acquire any single item or system valued at \$1,000.00 or more without a written proposal to do so and a written approval of the Ordering Officer.

B-NSTD-07 PAYMENT OF FIXED FEE

Subject to the withholding provisions of the clause at FAR 52.216-8, Fixed Fee, the fixed fee specified shall be paid at the rate of 7.5% of total costs less FCCM. The percentage of fee applicable to task orders will be the same fee rate established in the basic contract.

SECTION C Descriptions and Specifications

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STATEMENT OF WORK
FOR ENGINEERING SERVICES
IN SUPPORT OF EA-6B WEAPONS SYSTEMS SUPPORT ACTIVITY

1.0 SCOPE

1.1 This Statement of Work (SOW) defines the effort required for providing engineering services in support of the Naval Air Warfare Center Weapons Division (NAWCWD). Tasks associated with this SOW may include:

1.1.1 Program Management that consists of:

- Planning
- Presentations
- Documentation
- Reporting
- Security Requirements

1.1.2 Systems Engineering which consists of:

- Testing
- Studies and Analyses
- Requirements Definition
- Software Requirements Support
- Software Support
- Engineering Change Proposals (ECP's)
- Technical Directives (TDs)
- Documentation Support
- Data Management
- Configuration Management
- Analysis, Test and Evaluation
- Development Support
- Threat Analyses Support
- Logistics

1.2 Programs to be supported include:

- EA-6B Avionics (ICAP II (Blocks 82, 89, 89A), 2nd EGI, and ICAP III)
- Tactical EA-6B Mission Support (TEAMS) System
- Tactical Aircraft Mission Planning System (TAMPS)
- Joint Mission Planning System (JMPS)
- EA-6B Tactical Information and Report Management System (ETIRMS)
- Electronic Warfare Database Support (EWDS)
- Electronic Warfare (EW) reprogrammability and intelligence systems
- Jammer Technique Optimization (JATO)
- Multi-mission Advanced Tactical Terminal (MATT)

Improved Data Modem (IDM)
 Fiber Optics
 USQ-113
 E2C
 Airborne Electronic Attack (AEA)
 MIDS

1.3 Other weapon systems and subsystems to be supported include:

EW related system trainers, simulators, radar airborne equipment, radar support equipment, and ground support equipment,
 Mission Planning systems
 Intelligence Support Systems
 High-Speed Anti-Radiation Missile (HARM)
 EA-6B Data Link
 Aircraft radio subsystems
 Universal Exciter
 Universal Exciter Upgrades
 Navigation System
 Advanced ECM/ESM Receiver and Processors
 Communication receivers and jammers
 Interphone Communication Systems

1.4 Support for multiple sites, including direct Fleet support, will be required. Sites may include but are not limited to:

Naval Air Station, Whidbey Island, Washington
 Marine Corps Air Station, Cherry Point North Carolina
 Naval Air Warfare Center Weapons Division, Point Mugu, California.
 Naval Air Warfare Center Aircraft Division, Patuxent River, Maryland
 Naval Air Depot, NAVAIRDEPOT Jacksonville, Florida
 Naval Air Station, Jacksonville, Florida
 Naval Air Warfare Center Training Systems Division, Orlando, Florida

2.0 **APPLICABLE DOCUMENTS**

The following documents are applicable to this Statement of Work to the extent specified herein.

2.1.1 **Military Standards.**

MIL-STD-961D, 22-AUG-1995, Standard Practice for Defense Specifications

MIL-STD-973, 17 April 1992 Configuration Management

MIL-PRF-49506, 11 November 1996, Logistics Management Information

2.1.2 **Instructions and Guides**

Test and Evaluation Management Guide, March 1998

NAVAIR 00-25-300, 1 Oct 1997, Technical Directives Systems

MIL-HDBK-61A, 07-FEB-2001, Configuration Management Guidance

MIL-STD-1806, 12 JUN 1995, Marking Technical Data Prepared by or for the
Department of Defense

NAWCWD 3432, 13 Jul 1999, Operations Security

2.1.3 Industry Standards

Software Development and Documentation IEEE/EIA 12207.0, IEEE/EIA 12207.1 AND IEEE/EIA 12207.2,

Engineering Drawing Practices, ASMEY14.100M

3.0 **REQUIREMENTS**

3.1 **PROGRAM MANAGEMENT**

- 3.1.1 The government will provide the specific technical documentation, guidelines and delivery requirements under individual delivery orders. The tasking identified in SOW paragraph 3.0 REQUIREMENTS will be in support of those platforms, systems and subsystems identified in paragraphs 1.2 through 1.6. The work required by this contract shall be performed as defined and ordered by individual delivery orders. When ordered under individual delivery orders, the contractor shall provide the following technical support:
- 3.1.2 The contractor shall develop and maintain plans, milestone charts, reviews, analyses, evaluations, and recommendations, which will provide the technical and scientific evidence necessary to facilitate program development decisions. Individual delivery orders will provide technical guidance and CDRL item development and submittal instructions.
- 3.1.3 The contractor shall develop technical engineering and presentation graphics and other visual aid requirements as defined in individual delivery orders. The contractor will be required to develop and present visual aids reflecting the status of assigned tasks. Individual delivery orders will provide technical guidance and CDRL item development and submittal instructions.
- 3.1.4 The contractor shall develop, review and maintain programmatic documentation. Individual delivery orders will provide technical guidance and CDRL Item development and submittal instructions. Documentation shall include:

Software Life-Cycle Management Plan
Software Support Transition Plan
Tactical Software Support Plan
Software Support Requirements Analysis
Quarterly Program Reports
Annual Program Reports
New Initiative Documentation (e.g. Affordable Readiness Initiatives (ARIs) Commercial Operations and Support Savings Initiative (COSSI), Total Ownership Cost (TOC) etc.)
Formal and informal Training Plans
Transition Plans
Brochures (marketing and recruitment)
Quarterly and annual technical reports
Short and Long Term Strategic Plans
Integrated Schedules

Procedures and Processes
Logistics Requirements and Funding Summary

- 3.1.5 The contractor shall develop and maintain the following types of reports in accordance with the basic Contract Data Requirements List (CDRL):
- Progress, Status and Management
 - Financial and Cost
 - Government Furnished Equipment (GFE) (as defined in individual delivery orders)
 - Contract Summary Report (Delivery order Summary)
 - Personnel Status
- 3.1.6 The contractor shall submit a request for travel in support of this contract as defined in individual delivery orders. Each request will be submitted in advance (a minimum of 1 week) to the government Contracting Officer's Representative (COR) for approval. Each travel request will minimally consist of:
- Date of Request
 - Delivery order number
 - Employee(s)
 - Date and duration of proposed travel
 - Purpose of travel
 - Destination
 - Cost estimate (airfare, per diem, car rental, miscellaneous expenses)
 - Total travel allowance on the delivery order
 - Total travel cost expended to date
 - Approval signatures
- 3.1.7 The contractor shall travel to and attend meetings for the purpose of gathering or presenting data as defined in individual delivery orders. Meetings will be held at Department of Defense (DOD) activities and contractors facilities and support any or all approved programs and projects including the following:
- Proposed utilization of the AN/ALQ-99 universal exciter system, coherent technique generator and coherent target generator;
 - Laboratory ground and airborne test and evaluations of proposed utilization's of the AN/ALQ-99 universal exciter system, coherent technique generator and coherent target generator; and
 - Testing, data collection, engineering briefings being conducted at various unclassified and classified DOD and contractor test ranges and facilities.
 - EA-6B Avionics Modification programs being conducted at various unclassified contractor facilities.
 - Individual delivery orders will provide technical guidance and CDRL item development and submittal instructions.
- 3.1.8 The contractor shall attend meetings where classified information will be discussed. In addition, the contractor may have access to and utilize classified reference documentation. The purpose of the

discussions and utilization of classified documentation is to provide background and supporting data, such as functionality and compatibility requirements and intended use. Limiting distribution statements will be used in accordance with MIL-STD-1806 "Marking Technical data Prepared by or for the Department of Defense" 1 February 1990.

- 3.1.9 WEB SITE DEVELOPMENT, including unclassified sensitive INTERNET as well as SECRET SIPRNET. The contractor shall provide required professional expertise to support the design, implementation and administration of various classified and unclassified web sites. Support to the web sites will be broken into two parts

1. The password free zone
2. The password-required zone

The password free zone will be a marketing tool for the EA-6B IPT. This part of the web site will explain who we are and what we do.

The password-required zone will be where those with access will be able to download information that will be distributed via the web site. Specific support will be required for an on-line Software Trouble Report Database (STRDB) and web based EA-6B Financial System (EFS).

- 3.1.10 PROCESS IMPROVEMENT: The contractor shall support the Weapon System Support Activity (WSSA) in all phases of the EA-6B aircraft's Operational Flight Program (OFP) development and maintenance. Specifically the contractor shall optimize software development utilizing the Software Engineering Institute's (SEI) Software Capability Maturity Model (SW-CMM) as guidance. The SW-CMM has varying level ratings for organizations that follow its process development. The EA-6B WSSA has a goal of achieving SEI SW-CMM Level 3. The contractor shall use processMax³, which is a proprietary tool that facilitates implementation of Level 3 of the SEI SW-CMM, Version 1.1 (CMM). The contractor shall document all necessary process overviews, detailed procedures, document templates, guidelines, and policies developed from the viewpoints of the key management personnel. Each role includes the processes and procedures that must be performed by personnel for a software organization. The contractor shall maintain an active, on-line repository for all project and process documents, an integrated CMM mapping, and integrated workflow capabilities.

- 3.1.11 EA-6B FINANCIAL SYSTEM (EFS) SUPPORT: The contractor shall provide engineering support required to develop, maintain investigate, analyze, and recommend corrective action for EFS deficiencies, software bugs and or requests for software changes. Enhance an on-line reporting system to include earned value tracking and reporting of programmatic planning, tracking and monitoring progress, status and cost reports.

- 3.1.12 NETWORK SUPPORT: The contractor shall investigate, analyze, and provide network support to the IPT. Reports will be in the form of graphic presentations, software code, and documentation. The contractor shall support data calls and perform system administration as directed in the individual delivery orders.

3.2 SYSTEMS ENGINEERING

- 3.2.1 Engineering Services: The contractor shall provide systems engineering support for existing, future, and proof of concept systems. Systems engineering includes design, development, fabrication, integration, test, evaluation, operation, repair, maintenance, and documentation of hardware, software, firmware updating and creating new engineering drawings for the laboratory and avionic systems. The EW laboratory cognizant Security Manager is authorized to grant "Need-to-Know" approval and to provide security guidance and assistance on all matters relating to the safeguarding and control of

national security information. Individual delivery orders will provide technical guidance and CDRL item development and submittal instructions.

- 3.2.2 Testing: The contractor shall plan, prepare and upon written Government approval conduct tests, experiments, system simulations, and demonstrations. The contractor shall evaluate test plans to ensure consistency with systems specifications, including requirements tracibility--and ensure that testing is conducted as specified in each delivery order. The contractor shall conduct tests to verify and validate compliance with system specifications. The contractor shall provide support of aircraft system test in Development Test and Operational Test (DT/OT) environment.- The contractor shall support system acceptance testing as defined in individual delivery orders.
- 3.2.2.1 The contractor shall provide, in accordance with individual delivery orders, technical development and initial testing of radar transmitter, receiver, antenna, and signal processors using Commercial-off-the-Shelf (COTS) hardware such as digital waveform generators, single shot digitizers, time interval/frequency analyzers, electronic counters, and advanced signal processing software. Individual delivery orders will provide CDRL item development and submittal instructions.
- 3.2.2.2 The contractor shall, as defined in individual delivery orders, test receiver, antenna, preprocessors and signal processors using commercial hardware and advanced signal processing software. Testing may be required early in the program development cycle and continued at selected milestones during the program. The contractor shall test and evaluate EW systems to quantify:
- Detection performance
 - Receiver characteristics
 - Signal sorting
 - Classification/ID capabilities
 - Expected system performance
- Individual delivery orders will provide CDRL item development and submittal instructions.
- 3.2.3 Studies and Analyses: The contractor shall provide design trade-off and risk assessment studies. Operations, organization, hardware, software, and support will be considered. System analysis will include time and sensitivity analyses. Technology validation experiments and/or prototyping hardware and software will be identified as appropriate. The contractor shall provide recommendations on the most cost-effective approach to systems development and maintenance through its life cycle. Those areas for application of state-of-the-art methodologies, including Commercial-off-the-Shelf (COTS) and Non-Developmental Item (NDI) will be identified which will provide the highest payoff in system performance, cost, reliability, and maintainability. Individual delivery orders will provide technical guidance and CDRL item development and submittal instructions.
- 3.2.3.1 The contractor shall review, evaluate, and verify that developed system, subsystem, configuration item, and support equipment specifications meet the required technical adequacy as defined in individual delivery orders. The contractor shall develop and deliver the results of the evaluation in accordance with the instructions provided in individual delivery orders.
- 3.2.3.2 The contractor shall perform analytical studies and evaluate defense system survivability and vulnerability in a man-made hostile environment. The environments to be considered may include nuclear, conventional, electronic, directed energy, chemical and biological, and unconventional operations warfare. The contractor shall develop and deliver the results in accordance with the instructions provided in individual delivery orders.
- 3.2.3.3 The contractor shall provide technical reviews, analyses, and recommendations to ensure equipment and subsystems are electro magnetically compatible with the external environment. The contractor shall develop and deliver the results in accordance with the instructions provided in individual delivery orders.

- 3.2.3.4 The contractor shall perform technical analyses and evaluations, review documentation, and provide technical support and recommendations in the areas of:

- System safety
- Antenna technology
- Digital signal processing
- Solid state module technology
- Pulse compression techniques
- Situation displays
- Electronic countermeasures
- Counter-countermeasure techniques.
- State-of-the-art digital and analog communications

- 3.2.3.5 The contractor shall perform analysis of the HARM Field Of View (FOV) and Time of Flight (TOF) data from the simulation and flight test data and provide optimum data or equations to be integrated into EA-6B HARM Onboard Flight Program (OFP).

The contractor shall develop and deliver the results in accordance with the instructions provided in individual delivery orders.

- 3.2.4 Requirements Definition: The contractor shall support requirements definition by: (1) conducting studies and analyses to develop system concepts, including functionality and performance requirements for existing, upgraded, and new systems; (2) identifying life cycle support requirements; (3) defining interface requirements; and (4) preparing requirement and functional baseline specifications, plans and documents. Individual delivery orders will provide technical guidance and CDRL item development and submittal instructions.

- 3.2.5 Software Requirements Support: The contractor shall perform Software Requirements Analyses which define and analyze a complete set of functional, performance, interface, operators, and qualification requirements for each Computer Software Configuration Item (CSCI). The requirements discussed shall be derived from the System or Segment Specification or other comparable requirement document as defined in individual delivery orders. Individual delivery orders will provide CDRL item development and submittal instructions.

- 3.2.5.1 The contractor shall develop; in accordance with individual delivery orders, a top-level, detailed, and/or lower level modular design for each CSCI. A detailed design of each CSCI shall be generated. Individual delivery orders will provide CDRL item development and submittal instructions.

- 3.2.5.2 The contractor shall code, integrate and test each unit within the detailed design. Coding will be in accordance with the standards provided in individual delivery orders. Informal unit testing will be in accordance with the applicable Software Test Plan as defined in individual delivery orders.

- 3.2.5.3 The contractor shall: (1) verify designated computer software requirements and computer program/hardware interface requirements against the existing hardware and software requirements and any hardware and software modifications that occur throughout the period of performance; (2) evaluate computer program design as it develops; (3) verify coding to ensure that any changes do not adversely affect performance; (4) perform independent CSCI level tests in accordance with test plans as approved or generated by the Government for each CSCI; (5) evaluate the software test programs in order to ensure that they meet the current software configuration; and (6) provide post test analyses. The contractor shall identify conflicting, not testable, ambiguous requirements affecting software functions, as well as inadequate software data requirements. Individual delivery orders will provide technical guidance and CDRL item development and submittal instructions.

- 3.2.5.4 The contractor shall, as defined in individual delivery orders, verify portions of the software by conducting independent testing, code analysis, algorithm analysis, and review of the test procedures and results. Software portions may include areas critical to safety, equipment selection, mission critical performance, development schedule, and supportability. Individual delivery orders will provide technical guidance and CDRL item development and submittal instructions.
- 3.2.6 Software Support: The contractor shall support enhancements and corrections to developed software through the use of Software Trouble Reports (STRs), Software Change Requests (SCRs), Software Change Proposals (SCPs), Discrepancy Reports (DRs). The contractor shall participate in software design reviews; test readiness reviews, audits, code walk-throughs, working group meetings, and monitor qualification tests. Individual delivery orders will provide technical guidance and CDRL item development and submittal instructions.
- 3.2.6.1 The contractor shall enter STRs, SCRs, SCPs, and DRs into the government tracking system and update status throughout the investigation and resolution process. The contractor shall process these reports by conducting a preliminary engineering investigation to: (1) confirm that a change request is truly a new requirement or confirm that a reported problem is repeatable, and is in fact a software deficiency, not merely a symptom of a hardware malfunction, improper operation procedure or maintenance action; (2) confirm the problem has not been previously reported; and (3) determine technical approaches to solving the problem or implementing the enhancement; and (4) provide impact analyses for each approach. Based on the results of the preliminary engineering investigation, the contractor shall prepare a preliminary SCP for SCRs and STRs to be processed through internal review, Technical Review Board (TRB), Software Change Review Board (SCRB) and the SCP Review. Individual delivery orders will provide technical guidance and CDRL item development and submittal instructions.
- 3.2.6.2 The contractor shall develop the correction for the DR or approved software change proposed in the SCP. Developing the correction or approved software change may include detailed software design, coding, debugging, and testing. The SCP may be supported with marked-up requirements documents, specifications, and software design documentation in accordance with the instructions provided in individual delivery orders.
- 3.2.6.3 The contractor shall support the testing of SCPs by developing test procedures, supporting the test, and documenting the results. Individual delivery orders will provide technical guidance and CDRL item development and submittal instructions.
- 3.2.6.4 The contractor shall propose engineering solutions for assigned problems, including source code, object files, command procedures in accordance with the guidance provided in individual delivery orders. Individual delivery orders will provide CDRL item development and submittal instructions.
- 3.2.6.5 The contractor shall code and debug software changes to implement the approved engineering solutions. Software, including source and load files will be delivered in accordance with the requirements specified in individual delivery orders. Software languages may include CMS-2M, TDY-43 assembly, 8080 family assembly, FORTRAN, PLM, PASCAL, C++, ADA and "C". The software delivered will be error free, loadable and able to run on the applicable system. The contractor shall provide redlined change pages for specifications and user documentation impacted by each engineering solution. Individual delivery orders will provide technical guidance and CDRL item development and submittal instructions.
- 3.2.6.6 The contractor shall conduct problem investigation and analysis on Operational Flight Programs (OFPs) and Mission Support Programs (MSPs), and databases to identify deficiencies. The contractor shall provide the results of the analysis and the proposed engineering solutions in written problem investigation reports as defined in individual delivery orders.

- 3.2.7 Engineering Change Proposals (ECPs) and Technical Directives (TDs): The contractor shall develop or evaluate Technical Directives, and ECPs to establish requirements, testability, and technical merit. The contractor's evaluation will include risk assessment and recommendations for acceptance or rejection. The contractor shall track all ECPs in accordance with the instructions provided in individual delivery orders. Individual delivery orders will provide CDRL item development and submittal instructions.
- 3.2.8 Documentation: The contractor shall develop and maintain system documentation. The contractor will revise or update documentation in accordance with DOD and Military standards it was created under. (DOD-STD-1679A, DOD-STD-2167A and MIL-STD-498) such as:
- Functional Operational Specification (FOS)
 - Interface Design Specification (IDS)
 - Program Performance Specification (PPS)
 - Program Design Specification (PDS)
 - Software Design Document (SDD)
 - Interface Design Document (IDD)
 - Software Requirements Analysis (SRA)
 - Systems/Segment Specification (SSS)
 - Independent Verification and Validation (IV&V) Plans
 - Test Plans and Procedures
 - Configuration Management Plans
 - Software Development Plans
 - System Requirements Specifications (SRS)
- Individual delivery orders will provide technical guidance and CDRL item development and submittal instructions.
- 3.2.9 Data Management: The contractor shall provide data management support that includes the identification and control of programmatic documents. This involves the identification, coordination, collation, validation, integration, control of data requirements, planning for the timely and economical acquisition of data, ensuring the adequacy of acquired data for its intended use, and management of data assets after receipt. Individual delivery orders will provide technical guidance and CDRL item development and submittal instructions.
- 3.2.9.1 The contractor shall check the data for completeness, verify page count, and provide quality assurance review of format. The contractor shall support the distribution of data (including change pages), monitoring of storage, retrieval, and disposal of data. Individual delivery orders will provide technical guidance and CDRL item development and submittal instructions.
- 3.2.9.2 The contractor shall enter data elements into an automated Data Management tracking system. The contractor shall maintain the database and generate reports. Individual delivery orders will provide technical guidance and CDRL item development and submittal instructions.
- 3.2.10 Configuration Management: The contractor shall provide recommendations on configuration management requirements defined in individual delivery orders. The contractor shall develop, update, and implement the plans, procedures, and actions for identifying, controlling, and verifying the technical aspects of acquisitions. Procedures will be established to: (1) identify and assure the integrity of documentation for the functional and physical characteristics of each Hardware Configuration Item (HWCI) and CSCI; (2) control the changes to the HWCI and CSCI characteristics; and (3) record and report the processing of changes and the status of their implementation. Individual delivery orders will provide technical guidance and CDRL item development and submittal instructions.

- 3.2.10.1 The contractor shall: (1) assess the impact of changes to system configuration item specification; (2) determine if configuration item identification conforms to the functional interfaces established by system engineering; (3) ensure that configuration items are physically and logically compatible and can be operated and supported as intended; (4) assess the impact of changes; and (5) perform documentation traceability. Individual delivery orders will provide technical guidance and CDRL item development and submittal instructions.
- 3.2.10.2 The contractor shall upgrade and maintain an automated configuration management and tracking database. Individual delivery orders will provide technical guidance and CDRL item development and submittal instructions.
- 3.2.11 Analysis, Test and Evaluation. The contractor shall perform analyses and studies of the evolutionary development of existing Intelligence and Analysis (I&A) and tactical warning and assessment systems (Terrestrial and Space) as they relate to avionics integration into Command and Control Warfare (C2W) aircraft such as the EA-6B and as defined in individual delivery orders. This may include developing logical and realistic stepping-stones to evolve and synthesize the current I&A systems to a year-2000 system and identifying the compatibility and utility of current and planned assets with future intelligence and EW systems. Experiments and demonstrations to test the study's conclusions will be defined in individual delivery orders.
- 3.2.11.1 The contractor shall analyze intelligence data for incorporation into the EA-6B database(s). The contractor shall review various intelligence data and tailor the parametrics for the required products including databases, phone conversations, messages, and correspondences. Individual delivery orders will provide the technical guidance and CDRL item development and submittal instructions.
- 3.2.11.2 The contractor shall, as defined in individual delivery orders, perform analyses to evaluate the impacts of the proposed utilization of the AN/ALQ-99 universal exciter system, Universal Exciter Upgrade (UEU), coherent jamming and target systems in the EA-6B tactical jamming system. The results of these analyses shall be developed and delivered in accordance with the instructions provided in individual delivery orders.
- 3.2.11.3 The contractor shall research, analyze, identify, describe, review, and coordinate the development of interoperability and standardization requirements for C2W intelligence, and EW systems. The contractor shall update the system documentation. Individual delivery orders will provide technical guidance and CDRL item development and submittal instructions.
- 3.2.12 Development Support. The contractor shall support the development of radar waveform signature measurements, advanced signal processing and analysis by exploiting unintentional frequency modulation, amplitude modulation, and/or phase modulation for waveform identification. Individual delivery orders will provide technical guidance and CDRL item development and submittal instructions.
- 3.2.12.1 The contractor shall develop Electronic Support Measurement (ESM), Electronic Counter Measure (ECM) and intelligence receivers, preprocessors, classification and identification processors to handle modern and complex phase coded, frequency coded, and electronic parameter controlled radar waveforms. New system architecture's and receivers, specialized signature extraction units, and high quality signal processing algorithms will be developed and employed. Individual delivery orders will provide technical guidance and CDRL item development and submittal instructions.
- 3.2.12.2 The contractor shall develop technical, tactical, operational, and programmatic measures of effectiveness for EW systems and recommend performance criterion for operational test and evaluation scenarios. Individual delivery orders will provide technical guidance and CDRL item development and submittal instructions.

- 3.2.12.3 The contractor shall design and develop a database of applicable ECM techniques as defined in individual delivery orders. The data will incorporate the ECM system parameters of current and planned ECM systems. These parameters may include: RF range, angular coverage, jammer effective radiated power/repeater gain, ECM receiver sensitivity, ECM technique repertoire and waveform characteristics, and system resource/power management rules. Existing threat system databases will be updated, as defined in individual delivery orders, to incorporate the most recent intelligence information. The contractor shall develop comprehensive databases for early warning, search, acquisition, and terminal threat target tracking radars and communication systems operating within the RF coverage of the EA-6B jamming system. Individual delivery orders will provide technical guidance and CDRL item development and submittal instructions.
- 3.2.13 Threat Analyses Support. The contractor shall conduct threat analyses to identify the potential vulnerabilities of coherent and non-coherent standoff jamming techniques. These analyses will be performed independently of current technique repertoire so as not to limit the definition of exploitable threat vulnerabilities. The contractor shall update analytical models of threat ECCMs and signal processing techniques to characterize threat vulnerability to various ECM techniques. The output of this task will be a list of candidate ECM techniques for early warning, search, acquisition, and target tracking radars. Individual delivery orders will provide technical guidance and CDRL item development and submittal instructions.
- 3.2.14 Communications Support. The contractor shall design and develop software and support tools to support the integration and maintenance of data, voice, and image link communication systems and tactical data broadcasts. Link protocols will include AFAPD, IDL, CNR, VMF, TACFIRE, MTS, and Link 16. Tactical data broadcasts will include TRAP, TADIXS-B, and TIBS. Individual task orders will provide technical guidance and CDRL item development and submittal instructions.
- 3.2.15 Communications Jamming Support. The contractor shall design and develop software and support tools to support the USQ-113 jamming of threat communication systems. Individual task orders will provide technical guidance and CDRL item development and submittal instructions.
- 3.3 **LOGISTICS ENGINEERING SUPPORT**
- 3.3.1 The contractor shall perform integrated logistics support and analyses to ensure cost effective, integrated support concepts and requirements are incorporated in design definition. The contractor shall provide life cycle cost analyses which include operation and supports costs. The most cost effective repair level will be identified, as well as any high cost drivers. Individual delivery orders will provide technical guidance and CDRL item development and submittal instructions.
- 3.3.2 The contractor shall review and comment on logistics documentation, data and reports in accordance with the technical guidance and CDRL item development and submittal instructions provided in individual delivery orders.
- 3.3.3 The contractor shall establish and maintain Material Fielding Plans (MFPs) and Integrated Logistics Support Plans (ILSPs) in accordance with the technical guidance and CDRL item development and submittal instructions provided in individual delivery orders.
- 3.3.4 The contractor shall prepare and submit Requests for Nomenclature and Design Change Notices, for any hardware changes in accordance with the technical guidance and CDRL item development and submittal instructions provided in individual delivery orders.
- 3.3.5 The contractor shall develop, review, maintain, and update drawing packages based upon new designs, Design Change Notices (DCNs), ECPs, deviations and waivers prepared against the system. The

contractor shall furnish control drawings for any new or revised vendor or commercial item not developed at Government expense. Individual delivery orders will provide technical guidance and CDRL item development and submittal instructions.

- 3.3.6 The contractor shall maintain and update the base line assembled-view and exploded view illustrations and associated cross-reference lists based upon any DCNs, ECPs, deviations and waivers prepared against the system. Individual delivery orders will provide technical guidance and CDRL item development and submittal instructions.
- 3.3.7 The contractor shall generate output reports in order to satisfy provision and other preprocurement screen data requirements. Individual delivery orders will provide technical guidance and CDRL item development and submittal instructions.
- 3.3.8 The contractor shall provide Program Parts Selection Lists (PPSLs) which reflect standard and nonstandard parts approved for use in the system. The PPSL shall be updated, published and distributed. The contractor shall recommend additions of nonstandard parts to the approved PPSL. The contractor shall provide Nonstandard parts Approval Requests/Proposed Additions to an approved PPSL. Individual delivery orders will provide technical guidance and CDRL item development and submittal instructions.
- 3.3.9 The contractor shall establish and maintain system configuration documentation which delineates major system components in top-down breakdown structure. Life Cycle Identification numbers (LCIDs), part numbers, nomenclatures, National Stock Numbers (NSNs), serial numbers, and locations will be maintained for each component. Individual delivery orders will provide technical guidance and CDRL item development and submittal instructions.
- 3.3.10 The contractor shall develop initial provision back-up data and documentation to establish the range and depth of support items. The contractor shall identify sources of supply and available quantities. Individual delivery orders will provide technical guidance and CDRL item development and submittal instructions.
- 3.3.11 The contractor shall attend Provisioning Guidance Conferences. Individual delivery orders will provide technical guidance and CDRL item development and submittal instructions.
- 3.3.12 The contractor shall prepare, maintain, and review Logistics Support Analysis Plans (LSAPs). Individual delivery orders will provide technical guidance and CDRL item development and submittal instructions.
- 3.3.12.1 The contractor shall utilize an Automated Data Processing (ADP) system to record, store, and process Logistic Support Analysis Records (LSAR) data. Individual delivery orders will provide technical guidance and CDRL item development and submittal instructions.
- 3.3.12.2 The contractor shall plan, schedule, participate and host LSA and LSAR reviews to accomplish concurrent validation of the program status. These review sessions may be used to review the contractor's progress in accomplishing the tasks, evaluate the impact of results on the life cycle support process, and approve the data in the LSAR. The contractor shall provide updates to the LSAP. Individual delivery orders will provide technical guidance and CDRL item development and submittal instructions.
- 3.3.12.3 The contractor shall establish and maintain LSARs as a part of the central database for input, output, storage, analysis, and retrieval of LSA data. Individual delivery orders will provide technical guidance and CDRL item development and submittal instructions.

- 3.3.13 The contractor shall develop, implement, and maintain Standardization and Reliability programs. Individual delivery orders will provide technical guidance and CDRL item development and submittal instructions.
- 3.3.14 The contractor shall evaluate and make recommendations regarding Operations and Support (O&S) costs, logistics support resource requirements, reliability and maintainability values, and readiness values of Baseline Comparative Systems (BCSSs). Individual delivery orders will provide technical guidance and CDRL item development and submittal instructions.
- 3.3.15 The contractor shall document and maintain viable alternative support plans, including risk assessments, for upgraded systems. Individual delivery orders will provide technical guidance and CDRL item development and submittal instructions.
- 3.3.16 The contractor shall document information validated through performance of operations and maintenance tasks on prototype equipment at System Integration Test (SIT) and Operational Evaluation (OPEVAL). Individual delivery orders will provide technical guidance and CDRL item development and submittal instructions.
- 3.3.17 The contractor shall develop, implement and maintain common industry standards for any program data bases developed prior to the introduction of specific CALS standards. Individual delivery orders will provide technical guidance and CDRL item development and submittal instructions.
- 3.3.18 The contractor shall develop, evaluate, research, process, enter and maintain Support Equipment Recommendation Data (SERD) for the Automated SERD information system. Individual delivery orders will provide technical guidance and CDRL item development and submittal instructions.
- 3.3.19 The contractor shall utilize the Support Equipment Resources Management Information System (SERMIS) to analyze, research and provide recommendations and solutions regarding specific Support Equipment deficit and excess posture. Individual delivery orders will provide technical guidance and CDRL item development and submittal instructions.
- 3.3.20 The contractor shall develop data collection work sheets and collect and analyze program data used in the preparation of a Life cycle Cost Estimate/Forecast (LCCE/F). Individual delivery orders will provide technical guidance and CDRL item development and submittal instructions.
- 4.0 **DELIVERABLES**
- 4.1 The contractor shall deliver data in accordance with the individual delivery orders
- 4.2 Contract basic CDRLs :

A001	Contractor's Progress, Status, and Management Report
A002	Technical Report -- Study/Services
A003	Conference Agenda
A004	Conference Minutes
A005	Revisions to Existing Government Documents
A006	Design Review Data Package
A007	Test Report
A008	Acceptance Test Procedures
A009	Computer Software Product End Item
A00A	Presentation Materials
A00B	Scientific and Technical Report
A00C	Engineering Change Proposal
A00D	Request For Nomenclature

A00E	LSAR Data
A00F	Data Accession List

5.0 GOVERNMENT FURNISHED PROPERTY, GOVERNMENT FURNISHED DATA

- 5.1 Government furnished property and data when required will be provided under the individual delivery orders and will be returned to the government when no longer required for performance of this contract or when requested by the cognizant government representative.

6.0 SECURITY

- 6.1 Access to Top Secret Sensitive Compartmented Information may be required in performance of the contract. All work shall be in accordance with the National Industrial Security Program Operating Manual (NISPOM) and the contract-associated DD-254. Individual delivery orders will provide technical guidance.

C-TXT-05 CONTRACT DATA REQUIREMENTS LIST (MAR 1996)

Item 0002 shall be in accordance with the attached Contract Data Requirements List, CDRL, DD Form 1423, Exhibit A of this contract. Work under this contract shall be performed in accordance with the Statement of Work for EA-6B Weapon Systems Support Activity.

SECTION D Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

D-TXT-01 PREPARATION FOR DELIVERY

Material shall be packed for shipment in such a manner that will be in compliance with the National Motor Freight Classification (NMFC) and/or the Department of Transportation (DOT), for acceptance by common carrier and safe delivery at destination.

D-TXT-02 MARKING OF SHIPMENTS (MIL-STD-129)

The Contractor shall mark all shipments under this contract in accordance with the most recent version of MIL-STD-129, Marking for Shipment and Storage. See <http://dsp.dla.mil/> for information.

D-TXT-04 CLASSIFIED MATTER

Classified matter, if applicable, will be packed and shipped in accordance with transmission instructions contained in the Industrial Security Manual for Safeguarding Classified Information and the DD Form 254 attached to this contract.

D-TXT-11 PACKAGING OF DATA (MAR 1996)

All unclassified data shall be prepared for shipment in accordance with best commercial practice.

SECTION E Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE:

52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

252.246-7001 WARRANTY OF DATA (DEC 1991)

(a) Definition. "Technical data" has the same meaning as given in the clause in this contract entitled, Rights in Technical Data and Computer Software.

(b) Warranty. Notwithstanding inspection and acceptance by the Government of technical data furnished under this contract, and notwithstanding any provision of this contract concerning the conclusiveness of acceptance, the Contractor warrants that all technical data delivered under this contract will at the time of delivery conform with the specifications and all other requirements of this contract. The warranty period shall extend for three years after completion of the delivery of the line item of data (as identified in DD Form 1423, Contract Data Requirements List) of which the data forms a part; or any longer period specified in the contract.

(c) Contractor Notification. The Contractor agrees to notify the Contracting Officer in writing immediately of any breach of the above warranty which the Contractor discovers within the warranty period.

(d) Remedies. The following remedies shall apply to all breaches of the warranty, whether the Contractor notifies the Contracting Officer in accordance with paragraph (c) of this clause or if the Government notifies the Contractor of the breach in writing within the warranty period:

(1) Within a reasonable time after such notification, the Contracting Officer may--

(i) By written notice, direct the Contractor to correct or replace at the Contractor's expense the nonconforming technical data promptly; or

(ii) If the Contracting Officer determines that the Government no longer has a requirement for correction or replacement of the data, or that the data can be more reasonably corrected by the Government, inform the Contractor by written notice that the Government elects a price or fee adjustment instead of correction or replacement.

(2) If the Contractor refuses or fails to comply with a direction under paragraph (d)(1)(i) of this clause, the Contracting Officer may - within a reasonable time of the refusal or failure--

(i) By contract or otherwise, correct or replace the nonconforming technical data and charge the cost to the Contractor; or

(ii) Elect a price or fee adjustment instead of correction or replacement.

(3) The remedies in this clause represent the only way to enforce the Government's rights under this clause.

(e) The provisions of this clause apply anew to that portion of any corrected or replaced technical data furnished to the Government under paragraph (d)(1)(i) of this clause.

E-TXT-04 INSPECTION AND ACCEPTANCE (DESTINATION)

Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity.

SECTION F Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE:

52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) Definitions. As used in this clause-

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-

(i) This contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that-

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum-

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information-

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of steamship company.

(f) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief-

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

	ITEM	CONTRACT LINE DESCRIPTION	QUANTITY ITEMS
TOTAL	_____	_____	_____

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) The Contractor shall include this clause, including this paragraph (h), in all subcontracts under this contract that-

- (1) Exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation; and
- (2) Are for a type of supplies described in paragraph (b)(2) of this clause.

F-NSTD-03 CONTRACTOR PERFORMANCE UNDER TASK/DELIVERY ORDER

The contractor shall perform as set forth in task/delivery orders issued by the Government. Notwithstanding the identification of particular labor categories and the associated manhours for each labor category in the task/delivery

order(s), the contractor may increase or decrease the manhours for designated labor categories as deemed necessary in order to satisfactorily perform the task/delivery order. In no event, however, shall the contractor exceed the total amount of funds in the order, unless such amount is subsequently increased by modification.

F-TXT-02 CONTRACT PERIOD OF PERFORMANCE (CONTRACT AWARD)

Any contract awarded as a result of offers submitted under this solicitation shall extend for five (5) years beginning on the effective date of the contract which is 26 March 2002 and ending 25 March 2007.

F-TXT-08 PLACE OF DELIVERY/FOB DESTINATION

The articles to be furnished hereunder shall be delivered all transportation charges paid by the supplier to destination. The receiving office is open for deliveries Monday through Friday from 7:30 a.m. to 4:00 p.m.

Ship to: NAVAL BASE VENTURA COUNTY (NBVC)

Code 454400E, Loretta Clark

Point Mugu, CA 93042-5033

Mark for: Contract N68936-02-D-0016

Attn: Code 454500E

F-TXT-10 DELIVERY OF DATA

Data shall be delivered per the schedules and to the destinations listed in the Contract Data Requirements List, DD Form 1423, Exhibit A.

SECTION G Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME- AND-MATERIAL, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992) - ALT II (DEC 1996)

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b)(i) In accordance with DFARS 242.803(b)(i)(C), the cognizant Defense Contract Audit Agency (DCAA) auditor has authorized the contractor to submit interim vouchers directly to paying officer. This authorization does not extend to the first and final invoices, which shall be submitted to the contractor auditor at the following address: Defense Contract Audit Agency, Southern New Jersey Branch Office, Woodcrest Pavilion, 10 Melrose Avenue, Suite 200, Cherry Hill, NJ 08003

A copy of every invoice shall also be provided to the individual listed below, at the address shown, (if completed by the contracting officer):

Daniel R. Mahan, Code 230000E, NAWCWD, Point Mugu, CA 93042

Loretta Clark, Code 454500E, NAWCWD, Point Mugu, CA 93042

In addition, a copy of the final invoice shall be provided to the Administrative Contracting Officer (ACO).

(ii) Upon written notification to the contractor, DCAA may rescind its authorization for the contractor to submit interim invoices directly to paying officers. Upon receipt of such written notice, the contractor shall immediately begin to submit all invoice to the contract auditor at the above address.

(iii) Notwithstanding (i) and (ii), when delivery orders are applicable, invoices shall be segregated by individual order and submitted to the address(es) specified in the order.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than ___ calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procurement activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

(e) A DD Form 250, "Material Inspection and Receiving Report",

 ** is required with each invoice submittal.

 ** is required only with the final invoice.

 X is not required.

(f) A Certificate of Performance

 ** shall be provided with each invoice submittal.

 X is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

**G-NSTD-01 PROGRESS AND STATUS REPORT, LEVEL OF EFFORT CONTRACTS (JAN 1992)
(NAVSUP)**

(a) The contractor shall prepare and submit a report as a supplement to each Standard Form 1034 presented for payment. The report shall cover the term for which the voucher is submitted and shall include the following information, when applicable:

(1) Identification Elements

- a. Title ("Level of Effort, Progress and Status Report")
- b. Contract, Invoice and Control Numbers
- c. Contractor's Name and Address
- d. Date of Report
- e. Reporting (invoicing) Period
- f. Name of Individual Preparing Report

(2) Description Elements

- a. Description of progress made during the reporting period, including problem areas encountered, and recommendations.
 - b. Results obtained relating to previously identified problem areas.
 - c. Deliverables completed and delivered.
 - d. Extent of subcontracting and results achieved.
 - e. Extent of travel, including identification of individuals performing the travel, the labor categories of such individuals, the total number of travelers, the period of travel by labor category, and the results of such travel.
 - f. Labor hours expended for the period and cumulatively broken out to identify labor categories and specific individuals * utilized and the amount of labor hours expended by each.
 - g. Labor hours, by labor category and cumulatively, anticipated to be required for completion of the contract.
 - h. Materials and other direct cost items expended in performance of the contract during the reporting period.
 - i. Problem areas and recommendations involving impact on technical, cost and scheduling requirements.
- (b) Each report shall address each element of paragraph (2) above. Where the element is not applicable, the report shall so state.
- (c) Distribution of the report shall, as a minimum, be one (1) copy to the Contracting Officer's Technical Representative. Additional requirements may be established in a DD Form 1423, Contract Data Requirements List.
- (d) Requiring activities will insure this report and copies of the invoice are retained.
- *If, for reasons of company proprietary interest, it is desired to withhold names of individuals from the report, a unique identifier (such as payroll number) will be accepted; provided, however, that no more than one such identifier is utilized by any individual under this or any other contract effort, and that the names of the individuals so identified will be available to the Contracting Officer upon request.

G-TXT-01 ATTENTION! E-MAIL ADDRESS REQUIRED FOR DISTRIBUTION

All Naval Air Warfare Center Weapons Division Contracts/ Purchase Orders and other related documents are now distributed by electronic mail.

Please provide the e-mail address to which distribution of contracts/purchase orders should be made.

E-Mail Address: patricia.ohagan@titan.com

G-TXT-06 SECURITY ASSIGNMENT

Defense Security Service, Southern California OPLOC, One World Trade Center, Suite 622, Long Beach, CA 90831-0622 is hereby assigned administrative responsibility for safeguarding classified information.

G-TXT-07 PAYMENT ADDRESS

Payment under this contract shall be sent to the following address:

Titan Systems Corporation
Aviation Engineering Group
815 East Gate Drive
Mount Laurel, NJ 08054

G-TXT-08 CONTRACT AUDIT OFFICE

Contract Audit will be performed by the Defense Contract Audit Agency, Southern New Jersey Branch Office, Woodcrest Pavilion, 10 Melrose Avenue, Suite 200, Cherry Hill, NJ 08003.

G-TXT-09 CONTRACT ADMINISTRATION

(a) The below listed Contract Administration Services component is designated the Contract Administration Officer (CAO) for this contract in the performance of certain assigned contract administration functions for the Principal Contracting Officer (PCO) in accordance with FAR 42.202(e). The Administrative Contracting Officer (ACO) assigned responsibility for administration of this contract by the above designated CAO will advise the Contractor of any necessary instructions and procedures to be followed in dealing with any applicable Government office(s) or individuals. All questions and communications concerning contract administration shall be directed to or via the ACO except under certain circumstances as authorized by him. DCMA, DCMC Philadelphia, PO Box 11427, Philadelphia, PA 19111-0427.

(b) If this contract authorizes shipment at the expense of the Government, requests for Government bills of lading should be submitted to the Transportation Officer at the above address.

(c) Special Contract Administration functions to be performed by the ACO listed above are: NONE

G-TXT-13 COURTESY COPY OF INVOICE/VOUCHER

A courtesy copy of each invoice/voucher processed for payment will be sent to:

COMMANDER
CODE 230000E
NAVAIRWARCENWPNDIV
575 I AVENUE, SUITE 1
POINT MUGU CA 93042-5000

SECTION H Special Contract Requirements

CLAUSES INCORPORATED BY REFERENCE:

252.204-7000 Disclosure Of Information
 252.242-7000 Postaward Conference

DEC 1991
 DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

**52.219-26 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM- INCENTIVE
 SUBCONTRACTING (OCT 2000)**

(a) Of the total dollars it plans to spend under subcontracts, the Contractor has committed itself in its offer to try to award a certain amount to small disadvantaged business concerns in the North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce.

(b) If the Contractor exceeds its total monetary target for subcontracting to small disadvantaged business concerns in the authorized NAICS Industry Subsectors, it will receive 0 percent of the dollars in excess of the monetary target, unless the Contracting Officer determines that the excess was not due to the Contractor's efforts (e.g., a subcontractor cost overrun caused the actual subcontract amount to exceed that estimated in the offer, or the excess was caused by the award of subcontracts that had been planned but had not been disclosed in the offer during contract negotiations). Determinations made under this paragraph are unilateral decisions made solely at the discretion of the Government.

(c) If this is a cost-plus-fixed-fee contract, the sum of the fixed fee and the incentive fee earned under this contract may not exceed the limitations in subsection 15.404-4 of the Federal Acquisition Regulation.

5252.209-9510 ORGANIZATIONAL CONFLICTS OF INTEREST (SERVICES) (JUL 1998)

(a) Purpose. This clause seeks to ensure that the contractor (1) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract, and (2) is not biased because of its current or planned interests (financial, contractual, organizational or otherwise) that relate to the work under this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor (as defined in paragraph (d)(7)) in the activities covered by this clause.

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment listed in the Statement of Work. The Statement of Work will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

(2) The financial, contractual, organizational and other interests of contractor personnel performing work under this contract shall be deemed to be the interests of the contractor for the purposes of determining the existence of an Organizational Conflict of Interest. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(c) Waiver. Any request for waiver of the provisions of this clause shall be submitted in writing to the Procuring Contracting Officer. The request for waiver shall set forth all relevant factors including proposed contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest. No waiver shall be granted by the Government with respect to prohibitions pursuant to access to proprietary data.

(d) Definitions. For purposes of application of this clause only, the following definitions are applicable:

- (1) "System" includes system, major component, subassembly or subsystem, project, or item.
- (2) "Nondevelopmental items" are as defined in FAR 2.101.
- (3) "Systems Engineering" (SE) includes, but is not limited to, the activities in FAR 9.505-1(b).
- (4) "Technical direction" (TD) includes, but is not limited to, the activities in FAR 9.505-1(b).
- (5) "Advisory and Assistance Services" (AAS) are those services acquired from non-governmental sources to support or improve agency policy development or decision making; or, to support or improve the management of

organizations or the operation of hardware systems. Such services may encompass consulting activities, engineering and technical services, management support services and studies, analyses and evaluations.

(6) "Consultant" services is as defined in FAR 31.205-33(a).

(7) "Contractor", for the purposes of this clause, means the firm signing this contract, its subsidiaries and affiliates, joint ventures involving the firm, any entity with which the firm may hereafter merge or affiliate, and any other successor or assignee of the firm.

(8) "Affiliates" means officers or employees of the prime contractor and first tier subcontractors involved in the program and technical decision making process concerning this contract.

(9) "Interest" means organizational or financial interest.

(10) "Weapons system supplier" means any prime contractor or first tier subcontractor engaged in, or having a known prospective interest in the development, production or analysis of any of the weapon systems, as well as any major component or subassembly of such system.

(e) Contracting restrictions.

■(1) To the extent the contractor provides systems engineering and/or technical direction for a system or commodity but does not have overall contractual responsibility for the development, the integration, assembly and checkout (IAC) or the production of the system, the contractor shall not (i) be awarded a contract to supply the system or any of its major components or (ii) be a subcontractor or consultant to a supplier of the system or of its major components. The contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and/or technical direction or other services performed under this contract for a period of one year after the date of completion of the contract. (FAR 9.505-1(a))

■(2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-developmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems of their subsystems extends for a period of one year after the terms of this contract. (FAR 9.505-2(a)(1))

■(3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless the contractor is the sole source, or a participant in the design or development work, or a contractor involved in preparation of the work statement. The contractor agrees to prepare, support the preparation of or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of one year after the terms of this contract. (FAR 9.505-2(a)(1))

■(4) To the extent work to be performed under this contract requires evaluation of offers for products or services, a contract will not be awarded to a contractor that will evaluate its own offers for products or services, or those of a competitor, without proper safeguards to ensure objectivity to protect the Government's interests. Contractor agrees to the terms and conditions set forth in the Statement of Work that are established to ensure objectivity to protect the Government's interests. (FAR 9.505-3)

■(5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) must be made available to the Procuring Contracting Officer upon request. The contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of this contract. Further, the contractor agrees that it will not utilize proprietary data obtained from such other companies in preparing proposals (solicited or unsolicited) to perform additional services or studies for the United States Government. The contractor agrees to execute agreements with companies

furnishing proprietary data in connection with work performed under this contract, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively. (FAR 9.505-4(b))

■(6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) which is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense within one year after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

■(7) Advisory and Assistance Services (AAS). If the contractor provides AAS services as defined in paragraph (d) of this clause, it shall be ineligible thereafter to participate in any capacity in Government contractual efforts (solicited or unsolicited) which stem directly from such work, and the contractor agrees not to perform similar work for prospective offerors with respect to any such contractual efforts. Furthermore, unless so directed in writing by the Contracting Officer, the contractor shall not perform any such work under this contract on any of its products or services, or the products or services of another firm or which the contractor performs similar work. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for AAS.

(f) Remedies. In the event the contractor fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the provisions of this contract. If such noncompliance is the result of conflicting financial interest involving contractor personnel performing work under this contract, the Government may require the contractor to remove such personnel from performance of work under this contract. Further, the Government may elect to exercise its right to terminate for default in the event of such noncompliance. Nothing herein shall prevent the Government from electing any other appropriate remedies afforded by other provisions of this contract, or statute or regulation.

(g) Disclosure of Potential Conflicts of Interest. The contractor recognizes that during the term of this contract, conditions may change which may give rise to the appearance of a new conflict of interest. In such an event, the contractor shall disclose to the Government information concerning the new conflict of interest. The contractor shall provide, as a minimum, the following information:

- (1) a description of the new conflict of interest (e.g., additional weapons systems supplier(s), corporate restructuring, new first-tier subcontractor(s), new contract) and identity of parties involved;
- (2) a description of the work to be performed;
- (3) the dollar amount;
- (4) the period of performance; and
- (5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

5252.216-9500 UNILATERAL UNPRICED DELIVERY ORDERS (MAR 1999)

(a) When the government determines, in circumstances of emergency or exigency that the need for specific supplies or services is unusually urgent, the Ordering Officer may issue a unilateral unpriced order requiring the contractor to provide the supplies or services specified.

(b) The unilateral unpriced order shall specify the estimated cost and fee and the desired delivery schedule for the work being ordered. The Government's desired delivery shall apply unless the Ordering Officer receives written notification from the contractor within fifteen (15) days after receipt of the order that the proposed delivery schedule is not acceptable. Such notification shall propose an alternative delivery schedule. The contractor shall submit its cost proposal within thirty (30) days after receipt of the order. The Government has no obligation to pay for the supplies or services ordered until the actual price and delivery schedule have been negotiated. In no event shall the costs incurred exceed the estimated cost of the order before the proposal is submitted.

(c) The contractor shall include in its proposal a statement of costs incurred and an estimate of costs expected to complete the work. Data supporting the accuracy and reliability of the cost estimate should also be included. After submission of the contractor's cost proposal and supporting data, the contractor and the Ordering Officer shall negotiate a bilateral modification to the original order finalizing the price and delivery schedule, which will be specified in a bilateral modification to the original order.

(d) Should the Ordering Officer and the contractor be unable to reach an agreement as to the terms of the order, the conflict shall be referred to the Contracting Officer who shall issue such direction as is required by the circumstances. If a bilateral agreement is not negotiated within sixty (60) days after submission of the contractor's cost proposal, the Contracting Officer will issue a modification to the unilateral unpriced order which establishes the Government's total estimated cost for the order. This estimate will remain in effect until a final price is established in a bilateral modification to the order.

(e) Failure to arrive at an agreement shall be handled as a dispute in accordance with the clause entitled "Disputes".

5252.216-9534 TASK ORDERS PROCEDURES (MAR 1999) (NAVAIR)

(a) The following individual is designated as Ordering Officer(s):

H.G. Kelley

The above individual is responsible for issuing and administering any orders placed hereunder. Ordering Officers may negotiate revisions/modifications to orders, but only within the scope of this contract. Ordering Officers have no authority to modify any provision of this basic contract. Any deviation from the terms of the basic contract must be submitted to the Procuring Contracting Officer (PCO) for contractual action. Ordering Officers may enter into mutual no cost cancellations of orders under this contract and may reduce the scope of orders/tasks, but a Termination for Convenience of Termination for Default may be issued by the PCO.

(b) Task orders. All orders issued hereunder are subject to the terms and conditions of this contract. The contract shall control in the event of conflict with any order. When mailed, an order shall be "issued" for purposes of this contract at the time the Government deposits the order in the mail, or, if transmitted by other means, when physically delivered to the contractor.

(c) A DD Form 1155, "Order for Supplies and Services" shall be issued for each order. In addition to any other data that may be called for in the contract, the following information shall be specified in each order, as applicable:

- (1) Date of order.
- (2) Contract and delivery order number.
- (3) Applicable contract line item number (CLIN).
- (4) Description of the task to be performed.
- (5) Description of the end item or service.
- (6) DD Form 254 (Contract Security Classification).
- (7) DD Form 1423 (Contract Data Requirements List).
- (8) Exact place of performance.
- (9) The inspecting and accepting codes.
- (10) Estimated cost and fee and level of effort by labor category (and billing rate if known).
- (11) List of Government furnished property and the estimated value of the property.
- (12) Invoice and payment provisions to the extent not covered by the contract.
- (13) Accounting and appropriation data.
- (14) Period of performance.
- (15) Organizational Conflict of Interest provisions.
- (16) Type of order (e.g., completion, term, FFP)

(d) Negotiated Agreement. For task orders with an estimated value of greater than \$10,000, the information contained in each DD Form 1155 order with respect to labor categories, man-hours and delivery date shall be the result of a negotiated agreement reached by the parties in advance of issuance of the order.

(1) The Ordering Officer shall furnish the contractor with a written preliminary task order and request for proposal. The request shall include:

- (i) a description of the specified work required,
- (ii) the desired delivery schedule,
- (iii) the place and manner of inspection and acceptance, and

- (iv) any other pertinent information deemed necessary.
- (2) The contractor shall, within the time specified by the preliminary task order, provide the Ordering Officer with a proposal to perform, which shall include:
 - (i) the required number of labor hours by labor classification and scheduled billing rates, for each end product or task,
 - (ii) overtime hours by labor category,
 - (iii) proposed completion or delivery dates,
 - (iv) other direct costs (i.e., direct material, travel subsistence, and similar costs)
 - (v) dollar amount and type of any proposed subcontracts, and
 - (vi) total estimated cost/price.

The cost factors utilized in determining the estimated cost/price under any order shall be the rates applicable at time the order is issued.

(3) Upon receipt of the proposal, the Ordering Officer shall review the estimates therein to ensure acceptability to the Government, enter into such discussions with the contractor as may be necessary to correct and revise any discrepancies in the proposal, and effect whatever internal review procedures are required. Should the Ordering Officer and contractor be unable to reach agreement as to the terms of the order prior to its issuance, the conflict shall be referred to the Contracting Officer.

(4) For task orders under the dollar amount indicated in paragraph (d), the procedures for reaching agreement are as follows:

(i) The Ordering Officer shall issue a fully funded, unilaterally executed task order representing a firm order for the total requirement.

(ii) In the event the contractor cannot perform in accordance with the terms and conditions and within the estimated cost of the task order, he shall:

(A) notify the Ordering Officer immediately,

(B) submit a proposal for the work requested in the task order,

(C) not commence performance until such time that differences between the task order and the contractor's proposal are resolved and a modification, if necessary, is issued.

(e) Total Estimated Dollar Amount. The total estimated dollar amount of each order constitutes a ceiling price for that order. The requirements for notification set forth in Federal Acquisition Regulation Clause 52.232-22, "Limitation of Funds" is applicable to individual task orders. The ceiling amount for each order may not be exceeded unless authorized by a modification to the order. All revisions providing additional funds to a task order will include fee in the same manner as established in the basic task order.

(f) Oral Orders. Oral orders may be placed hereunder only in emergency circumstances. Information described above shall be furnished to the contractor at the time of placing an oral order and shall be confirmed by issuance of a written Delivery Order on DD Form 1155 within 10 working days of the oral order.

(g) Modifications. Modifications to orders shall be issued using a Standard Form 30 and shall include the information set forth in paragraph (c) above, as applicable. Orders may be modified orally by the Ordering Officer in emergency circumstances. (Oral modifications shall be confirmed by issuance of a written modification on Standard Form 30 within 10 working days from the time of the oral communication amending the order.)

5252.227-9501 INVENTION DISCLOSURES AND REPORTS (MAY 1998)

(a) In accordance with the requirements of the Patent Rights clause of this contract, the contractor shall submit "Report of Inventions and Subcontracts" (DD Form 882) along with written disclosure of inventions to the designated Contract Administrator.

(b) The Contract Administrator will forward such reports and disclosures directly to the appropriate Patent Counsel, designated below, for review and recommendations, after which the reports will be returned to the Contract Administrator.

Name and address of Patent Counsel:

Office of Counsel, Code 772000E

Naval Air Warfare Center Weapons Division

575 I Avenue, Suite 1

Point Mugu, CA 93042-5000

(c) The above-designated Patent Counsel will represent the Procurement Contracting Officer with regard to invention reporting matters arising under this contract.

(d) A copy of each report and disclosure shall be forwarded to the Procuring Contracting Officer.

(e) The contractor shall furnish the Contracting Officer a final report within three (3) months after completion of the contracted work listing all subject inventions or certifying that there were no such inventions, and listing all subcontracts at any tier containing a patent rights clause or certifying that there were no such subcontracts.

5252.237-9501 ADDITION OR SUBSTITUTION OF PERSONNEL (SERVICES) (NAVAIR) (MAR 1999)

(a) A requirement of this contract is to maintain stability of personnel proposed in order to provide quality services. The contractor agrees to assign only those key personnel whose resumes were submitted and approved, and who are necessary to fulfill the requirements of the effort. The contractor agrees to assign to any effort requiring non-key personnel only personnel who meet or exceed the applicable labor category descriptions. No substitution or addition of personnel shall be made except in accordance with this clause.

(b) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution to such personnel, in accordance with paragraph (d) below.

(c) The contractor agrees that [insert either "during the term of the contract" or "during the first _____ months of the contract"], no key personnel substitutions or additions will be made unless necessitated by compelling reasons including, but not limited to: an individual's illness, death, termination of employment, declining an offer of employment (for those individuals proposed as contingent hires), or maternity leave. In such an event, the contractor must promptly provide the information required by paragraph (d) below to the Contracting Officer for approval prior to the substitution or addition of key personnel.

(d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, information regarding the full financial impact of the change, and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the offeror shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the offeror, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the delivery order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

(h) Noncompliance with the provisions of this clause will be considered a material breach of the terms and conditions of the contract for which the Government may seek any and all appropriate remedies including Termination for Default pursuant to FAR Clause 52.249-6, Alt IV, "Termination (Cost-Reimbursement)".

5252.237-9503 ORDERING PROCEDURES FOR NAVY MARINE CORPS INTRANET (NMCI) SERVICES (SEP 2000)

(a) This Support Services contract may require the use of and/or access to Department of Navy (DoN) Information Technology (IT) Resources by contractor personnel for contract performance. Applicable DoN IT Resources for performance of this contract shall be procured from the NMCI Contractor pursuant to the authority of NMCI Contract # N00024-00-D-6000, clause 5.2 "Ordering."

(b) The Support Services contractor shall obtain written authorization from the Contracting Officer executing this contract, prior to ordering directly from the NMCI Contractor. No NMCI Order may be placed without the prior written authorization of the Contracting Officer. Any NMCI Order exceeding the written authorization of the Contracting Officer shall be treated as an unallowable cost pursuant to FAR Part 31.

(c) The Government shall reimburse the contractor for the placement of NMCI Orders including applicable indirect burdens (general & administrative, etc.), excluding profit or fee.

5252.243-9504 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (NAVAIR) (JAN 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicates with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is: H.G. Kelley, NAWCWPNS, Code 230000E, Point Mugu, CA 93042-5000, 805/989-1943.

H-NSTD-05 DELIVERY ORDERS/ TASK ORDERS (LEVEL OF EFFORT)

a. Introduction.

(1) Written Delivery/ Task Orders will be issued to the Contractor by the cognizant Ordering Officer for all work to be performed under this contract.

(2) The Government shall not be obligated to reimburse the Contractor for work performed, items delivered, or any costs incurred, nor shall the Contractor be obligated to perform, deliver, or otherwise incur costs except as authorized by duly executed Delivery/Task Orders.

(3) The total amount of all Delivery/ Task Orders issued shall not exceed the estimated cost and fee or level of effort set forth in this contract.

b. Ordering Procedures.

(1) Delivery/ Task Orders with an estimated value of \$25,000 or more shall be placed in accordance with the following procedures:

(a) The Ordering Officer shall furnish the Contractor with a written Preliminary Delivery/ Task Order and Request for Proposal. The Request shall include:

- (i) a description of the specified work required,
- (ii) the desired delivery schedule,
- (iii) the place and manner of inspection and acceptance, and
- (iv) any other pertinent information deemed necessary.

(b) The Contractor shall, within the time specified, provide the Ordering Officer with a Proposal to Perform the Delivery/ Task Order. The Proposal shall include:

- (i) the required number of labor hours, by labor classification and labor and overhead rates for each end product or task, subcontractor), and
- (vi) total cost. The cost factors utilized in determining the estimated cost under any Order shall be the then current applicable rates.

(c) Upon receipt of the Proposal, the Ordering Officer shall review the estimates therein to ensure acceptability to the Government, enter into such discussions with the Contractor as may be necessary to correct and revise any discrepancies in the Proposal, and effect whatever internal review processes are required.

(d) Upon completion of the above process, the Ordering Officer may issue an executed Delivery/ Task Order. Only upon receipt of such executed Order shall the Contractor commence the effort required thereby. Should the Ordering Officer and the Contractor be unable to reach agreement as to the terms of the Order prior to its issuance, the conflict shall be referred to the Contracting Officer, who shall issue such direction as is required by the circumstances.

(2) Delivery/ Task Orders with an estimated value of less than \$25,000 may be placed in accordance with the following procedures:

(a) The Ordering Officer shall issue a fully funded, unilaterally executed Delivery/ Task Order representing a firm order for the total requirement.

(b) In the event the Contractor cannot perform in accordance with the terms and conditions and within the estimated cost of the Delivery/ Task Order, he shall:

- (i) notify the Ordering Officer immediately,
- (ii) submit a proposal for the work requested in the Delivery/ Task Order,
- (iii) not commence performance until such time that differences between the Delivery/ Task Order and his proposal are resolved and a modification, if necessary, is issued.

c. Content and Effect.

(1) Each Delivery/ Task Order shall include:

- (a) date of order,
- (b) contract order number,
- (c) place of performance,
- (d) scope, including references to applicable (contract) specifications,
- (e) the place and manner of inspection and acceptance, if different from that specified in the basic contract,
- (f) any Government furnished property, material, or facilities to be made available for performance of the Order,
- (g) any other information deemed necessary to the performance of the Order,
- (h) an estimate of the number of hours of labor by labor category required to perform the Order,
- (i) a delivery date or period of performance,
- (j) accounting and appropriation data.

(2) The Contractor shall advise the Ordering Officer if any apparent difficulties of performance according to the terms of the Order are anticipated or at any time that difficulties in performance arise. Each Delivery/ Task Order shall be deemed to include therein the "Limitation of Costs"/"Limitation of Funds" clause, which is a part of this contract and such clause shall be applicable to each Delivery/ Task Order individually.

(3) If at any time 75% of either the estimated cost or estimated level of effort specified in the Delivery/ Task Order is reached, and it appears that additional funds and/or level of effort is required to complete performance of the Delivery/ Task Order the Contractor shall promptly notify the Ordering Officer in writing. Such notification shall include the cost and level of effort expended and that required to complete performance. All revisions providing additional funds to a Delivery/ Task Order, will include fee in the same manner as established in the basic Delivery/ Task Order. If the Contractor exceeds the estimated cost of the Delivery/ Task Order, the Government will be responsible only for reimbursement of the costs and payment of fee in an amount not to exceed the estimated cost and fee established in the Delivery/ Task Order in accordance with FAR 52.232-20/FAR 52.232-22.

d. Maintenance of Records.

(1) The Contractor shall maintain the following cost records under this contract as a minimum:

- (a) records for each Delivery/ Task Order, indicating the number of hours of direct labor performed by labor category and separated as to contractor or subcontractor labor.
 - (b) records of all direct non-labor costs, allocated to individual Delivery/Task Order.
- (c) Nothing herein shall be deemed to excuse the Contractor from maintaining records required by other provisions of this contract.

H-NSTD-07 DD FORM 1662, DoD PROPERTY IN THE CUSTODY OF CONTRACTORS

Contractors who have Government Property in their custody shall report on revised DD Form 1662 "DoD Property in the Custody of Contractors" dated Dec 93 (DFARS 245.505-14). The contractor shall report all Contractor Acquired Property as defined in FAR Part 45. A completed DD Form 1662 shall be furnished to the Contracting Officer for this contract, in addition to the copy provided to the Property Administrator (if assigned), no later than October 31 of each year.

H-NSTD-08 GOVERNMENT PROPERTY RECEIVED BY THE CONTRACTOR WITHOUT CONTRACTUAL COVERAGE

The purpose of this clause is to contractually implement provisions of FAR 45.502:

- (a) Upon award of this contract, the Contractor's Government Property Administrator shall ensure that the requirements of this provision are incorporated into the contractor's Government Property Procedures, and shall provide a copy of the procedures, showing compliance, to the Government Property Administrator and the Contracting Officer.

(b) When the Contractor's Government Property Administrator discovers any Government Furnished Property to be in the possession or control of the contractor, but not provided under the Special Provision of this contract entitled "Government Property for the Performance of this Contract", the contractor shall promptly (1) record such property according to the approved property control procedure, (2) store the property in the contractor's approved Government Property storage area pending disposition instructions from the Government, and (3) furnish to the Government Property Administrator and Contracting Officer all known circumstances and data pertaining to its receipt and statements as to whether there is a need for its retention.

H-NSTD-09 WORK WEEK

(a) All or a portion of the effort under this contract shall be performed on a Government installation where the normal work week shall be Monday through Friday for all straight time worked. Alternate Fridays are not part of the normal work week for all work performed on-site at Naval Air Warfare Center Weapons Division. The majority of the Government offices at the above location will be closed on alternate Fridays. No deviation in the normal work week will be permitted without express advance approval in writing by the designated Ordering Officer with coordination of the using departments. Work on-site shall be performed during the normal work hours at that location unless differing hours are specified on the individual Delivery Orders.

(b) For purposes of scheduling personnel, the contractor is hereby advised that the Government Installation will observe the following holidays. The contractor is further advised that access to the Government installation may be restricted on these holidays.

NAME OF HOLIDAY	TIME OF OBSERVANCE
New Year's Day	1 January
Martin Luther King Jr's Day	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

(c) In the event any of the above holidays occur on a Saturday, Sunday, or alternate Friday, then such holiday shall be observed by the contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(d) In the event the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to the contract as direct cost provided such charges are consistent with the Contractor's accounting practices.

H-NSTD-18 YEAR 2000 WARRANTY--NON-COMMERCIAL SUPPLY ITEMS

The contractor warrants that each non-commercial item of hardware, software, and firmware delivered or developed under this contract and listed below shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the item documentation provided by the contractor, provided that all listed or unlisted items (e.g. hardware, software, firmware) used in combination with such listed item properly exchange date data with it. If the contract requires that specific listed items must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed items as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of any general warranty provisions of this contract, provided that notwithstanding any provision to the contrary in such warranty provision(s), or in the absence of any such warranty provision(s), the remedies available to the Government under this warranty shall include repair or replacement of any listed item whose non-compliance is discovered and made known to the contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

The following products are identified as being Year 2000 compliant: (Contractor to Complete)

H-NSTD-19 NOTIFICATION OF CONTRACT USAGE

In order to most effectively employ the spectrum of service contracts available for support of NAWCWPNS, the Government reserves the right to unilaterally determine the most appropriate contractual vehicle to be utilized so long as the requirement is within the scope of the contract and the use of the contract is not contrary to law or regulation. In those cases where there is overlapping coverage between two or more service contracts the Government will make a unilateral determination as to which contract(s) should be used to best meet the Government's requirements. These determinations are not subject to the "Disputes" Clause of this contract. The only guarantee to the contractor is that the Government will place orders to meet the minimum specified separately herein.

H-TXT-02 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE

(a) The Contracting Officer has designated:

NAME: Loretta Clark

CODE: 454500E

MAIL ADDRESS: 575 I Avenue, Suite 1, Point Mugu, CA 93042-5000

TELEPHONE NO: 805/989-3796

as the authorized Contracting Officer's Representative (COR) for this contract/order.

(b) The COR is responsible for monitoring the performance and progress, as well as overall technical management of the orders placed hereunder and should be contacted regarding any questions or problems of a technical nature. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the Contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer prior to the completion of this contract.

(c) When, in the opinion of the Contractor, the COR requests effort outside the scope of the contract, the Contractor will promptly notify the Contracting Officer in writing. No action will be taken by the Contractor under such technical instruction until the Contracting Officer has determined if such effort is within the contract scope, and, if not, has issued a contract change.

SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	MAY 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.215-21 Alt I	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 1997) - Alternate I	OCT 1997
52.216-7	Allowable Cost And Payment	MAR 2000
52.216-8	Fixed Fee	MAR 1997
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 1999
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9	Small Business Subcontracting Plan	OCT 2000
52.219-10	Incentive Subcontracting Program	OCT 2000
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-23	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns	MAY 2001
52.219-23 Alt I	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (May 2001) - Alternate I	OCT 1998
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	FEB 1999
52.222-35	Affirmative Action For Disabled Veterans And Veterans of the Vietnam Era	APR 1998
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998

52.222-37	Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era	JAN 1999
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.224-1	Privacy Act Notification	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-10	Filing Of Patent Applications--Classified Subject Matter	APR 1984
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	APR 1998
52.230-4	Consistency In Cost Accounting Practices	AUG 1992
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-1	Payments	APR 1984
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	MAY 2001
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	DEC 1998
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-13	Bankruptcy	JUL 1995
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.243-6	Change Order Accounting	APR 1984
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items and Commercial Components	MAY 2001
52.245-1	Property Records	APR 1984
52.245-5 (Dev)	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (Deviation)	JAN 1986
52.245-18	Special Test Equipment	FEB 1993
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JAN 1997
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992

252.204-7004	Required Central Contractor Registration	MAR 2000
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7012	Preference For Certain Domestic Commodities	AUG 2000
252.225-7026	Reporting Of Contract Performance Outside The United States	JUN 2000
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.245-7001	Reports Of Government Property	MAY 1994

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 26 March 2002 through 25 March 2007.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 50 hours, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of the contract value

(2) Any order for a combination of items in excess of the contract value

(3) A series of orders from the same ordering office within 1 day that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after

issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 120 days of the last contract year.

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed ZERO or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

52.227-12 PATENT RIGHTS--RETENTION BY THE CONTRACTOR (LONG FORM) (JAN 1997)

(a) Definitions. "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under title 35 of the United States Code or any novel variety of plant that is or may be protectable under the Plant Variety Protection Act (7 U.S.C. 2321, et seq.).

"Made" when used in relation to any invention means the conception or first actual reduction to practice of such invention.

"Nonprofit organization" means a domestic university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

"Practical application" means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to

establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

"Small business firm" means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in Government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

"Subject invention" means any invention of the Contractor conceived or first actually reduced to practice in the performance of work under this contract; provided, that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.

(b) Allocation of principal rights. The Contractor may elect to retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor elects to retain title, the Federal Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention disclosure, election of title, and filing of patent applications by Contractor.

(1) The Contractor shall disclose each subject invention to the Contracting Officer within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters or within 6 months after the Contractor becomes aware that a subject invention has been made, whichever is earlier. The disclosure to the Contracting Officer shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operation, and physical, chemical, biological, or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale, or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the Contracting Officer, the Contractor shall promptly notify the Contracting Officer of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Contractor.

(2) The Contractor shall elect in writing whether or not to retain title to any such invention by notifying the Federal agency at the time of disclosure or within 8 months of disclosure, as to those countries (including the United States) in which the Contractor will retain title; provided, that in any case where publication, on sale, or public use has initiated the 1-year statutory period wherein valid patent protection can still be obtained in the United States, the period of election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Contractor shall file its initial patent application on an elected invention within 1 year after election or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Contractor shall file patent applications in additional countries (including the European Patent Office and under the Patent Cooperation Treaty) within either 10 months of the corresponding initial patent application or 6 months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure to the Contracting Officer, election, and filing may, at the discretion of the funding Federal agency, be granted, and will normally be granted unless the Contracting Officer has reason to believe that a particular extension would prejudice the Government's interest.

(d) Conditions when the Government may obtain title. The Contractor shall convey to the Federal agency, upon written request, title to any subject invention--

(1) If the Contractor elects not to retain title to a subject invention;

(2) If the Contractor fails to disclose or elect the subject invention within the times specified in paragraph (c) above (the agency may only request title within 60 days after learning of the Contractor's failure to report or elect within the specified times);

(3) In those countries in which the Contractor fails to file patent applications within the time specified in paragraph (c) above; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) above, but prior to its receipt of the written request of the Federal agency, the Contractor shall continue to retain title in that country; or

(4) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum rights to Contractor.

(1) The Contractor shall retain a nonexclusive, royalty-free license throughout the world in each subject invention to which the Government obtains title except if the Contractor fails to disclose the subject invention within the times specified in paragraph (c) above. The Contractor's license extends to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the Contractor is a part and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the funding Federal agency except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(2) The Contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions in the Federal Property Management Regulations and agency licensing regulations (if any). This license shall not be revoked in that field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the Contractor, its licensees, or its domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the funding Federal agency shall furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor shall be allowed 30 days (or such other time as may be authorized by the funding Federal agency for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable agency licensing regulations and 37 CFR 404 concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of its license.

(f) Contractor action to protect the Government's interest.

(1) The Contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Contractor elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (d) above and subparagraph (n)(2) below, and to enable the Government to obtain patent protection throughout the world in that subject invention.

(2) The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor each subject invention made under contract in order that the Contractor can comply with the disclosure provisions of paragraph (c) above, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by subparagraph (c)(1) above. The Contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Contractor shall notify the Federal agency of any decision not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response period required by the relevant patent office.

(4) The Contractor agrees to include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement: "This invention was made with Government support under (identify the contract) awarded by (identify the Federal agency). The Government has certain rights in this invention."

(5) The Contractor shall establish and maintain active and effective procedures to assure that subject inventions are promptly identified and disclosed to Contractor personnel responsible for patent matters within 6 months of conception and/or first actual reduction to practice, whichever occurs first in performance of work under this contract. These procedures shall include the maintenance of laboratory notebooks or equivalent records and other records as are reasonably necessary to document the conception and/or the first actual reduction to practice of subject inventions, and records that show that the procedures for identifying and disclosing the inventions are followed. Upon request, the Contractor shall furnish the Contracting Officer a description of such procedures for evaluation and for determination as to their effectiveness.

(6) The Contractor agrees, when licensing a subject invention, to arrange to avoid royalty charges on acquisitions involving Government funds, including funds derived through Military Assistance Program of the Government or otherwise derived through the Government, to refund any amounts received as royalty charges on

the subject invention in acquisitions for, or on behalf of, the Government, and to provide for such refund in any instrument transferring rights in the invention to any party.

(7) The Contractor shall furnish the Contracting Officer the following:

(i) Interim reports every 12 months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period and stating that all subject inventions have been disclosed or that there are no such inventions.

(ii) A final report, within 3 months after completion of the contracted work, listing all subject inventions or stating that there were no such inventions, and listing all subcontracts at any tier containing a patent rights clause or stating that there were no such subcontracts.

(8) The Contractor shall promptly notify the Contracting Officer in writing upon the award of any subcontract at any tier containing a patent rights clause by identifying the subcontractor, the applicable patent rights clause, the work to be performed under the subcontract, and the dates of award and estimated completion. Upon request of the Contracting Officer, the Contractor shall furnish a copy of such subcontract, and no more frequently than annually, a listing of the subcontracts that have been awarded.

(9) In the event of a refusal by a prospective subcontractor to accept one of the clauses in subparagraph (g)(1) or (2) below, the Contractor (i) shall promptly submit a written notice to the Contracting Officer setting forth the subcontractor's reasons for such refusal and other pertinent information that may expedite disposition of the matter and (ii) shall not proceed with such subcontracting without the written authorization of the Contracting Officer.

(10) The Contractor shall provide, upon request, the filing date, serial number and title, a copy of the patent application (including an English-language version if filed in a language other than English), and patent number and issue date for any subject invention for which the Contractor has retained title.

(11) Upon request, the Contractor shall furnish the Government an irrevocable power to inspect and make copies of the patent application file.

(g) Subcontracts.

(1) The Contractor shall include the clause at 52.227-11 of the Federal Acquisition Regulation (FAR), suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental, or research work to be performed by a small business firm or nonprofit organization. The subcontractor shall retain all rights provided for the Contractor in this clause, and the Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) The Contractor shall include this clause (FAR 52.227-12) in all other subcontracts, regardless of tier, for experimental, developmental, or research work.

(3) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the agency, subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to those matters covered by this clause.

(h) Reporting utilization of subject inventions. The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as the agency may reasonably specify. The Contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceedings undertaken by the agency in accordance with paragraph (j) of this clause. To the extent data or information supplied under this paragraph is considered by the Contractor, its licensee or assignee to be privileged and confidential and is so marked, the agency agrees that, to the extent permitted by law, it shall not disclose such information to persons outside the Government.

(i) Preference for United States industry. Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any products embodying the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in rights. The Contractor agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in FAR 27.304-1(g) to require the Contractor, an assignee, or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive

license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Contractor, assignee, or exclusive licensee refuses such a request, the Federal agency has the right to grant such a license itself if the Federal agency determines that--

(1) Such action is necessary because the Contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Contractor, assignee, or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Contractor, assignee, or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special provisions for contracts with nonprofit organizations. Reserved.

(l) Communications.

(Complete according to agency instructions.)

(m) Other inventions. Nothing contained in this clause shall be deemed to grant to the Government any rights with respect to any invention other than a subject invention.

(n) Examination of records relating to inventions.

(1) The Contracting Officer or any authorized representative shall, until 3 years after final payment under this contract, have the right to examine any books (including laboratory notebooks), records, and documents of the Contractor relating to the conception or first reduction to practice of inventions in the same field of technology as the work under this contract to determine whether--

(i) Any such inventions are subject inventions;

(ii) The Contractor has established and maintains the procedures required by subparagraphs (f)(2) and (f)(3) of this clause; and

(iii) The Contractor and its inventors have complied with the procedures.

(2) If the Contracting Officer determines that an inventor has not disclosed a subject invention to the Contractor in accordance with the procedures required by subparagraph (f)(5) of this clause, the Contracting Officer may, within 60 days after the determination, request title in accordance with subparagraphs (d)(2) and (d)(3) of this clause. However, if the Contractor establishes that the failure to disclose did not result from the Contractor's fault or negligence, the Contracting Officer shall not request title.

(3) If the Contracting Officer learns of an unreported Contractor invention which the Contracting Officer believes may be a subject invention, the Contractor may be required to disclose the invention to the agency for a determination of ownership rights.

(4) Any examination of records under this paragraph shall be subject to appropriate conditions to protect the confidentiality of the information involved.

(o) Withholding of payment (this paragraph does not apply to subcontracts).

(1) Any time before final payment under this contract, the Contracting Officer may, in the Government's interest, withhold payment until a reserve not exceeding \$50,000 or 5 percent of the amount of the contract, whichever is less, shall have been set aside if, in the Contracting Officer's opinion, the Contractor fails to--

(i) Establish, maintain, and follow effective procedures for identifying and disclosing subject inventions pursuant to subparagraph (f)(5) above;

(ii) Disclose any subject invention pursuant to subparagraph (c)(1) above;

(iii) Deliver acceptable interim reports pursuant to subdivision (f)(7)(i) above; or

(iv) Provide the information regarding subcontracts pursuant to subparagraph (f)(8) of this clause.

(2) Such reserve or balance shall be withheld until the Contracting Officer has determined that the Contractor has rectified whatever deficiencies exist and has delivered all reports, disclosures, and other information required by this clause.

(3) Final payment under this contract shall not be made before the Contractor delivers to the Contracting Officer all disclosures of subject inventions required by subparagraph (c)(1) above, an acceptable final report pursuant to subdivision (f)(7)(ii) above, and all past due confirmatory instruments.

(4) The Contracting Officer may decrease or increase the sums withheld up to the maximum authorized above. No amount shall be withheld under this paragraph while the amount specified by this paragraph is being withheld

under other provisions of the contract. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within ___ calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within ___ calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
- (4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

- (i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

NOTE: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

52.248-1 VALUE ENGINEERING (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions.

"Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either--

(1) Throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated; or

(2) To the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If

this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

"Sharing period," as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--
 - (i) In deliverable end item quantities only;
 - (ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or
 - (iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (c)(1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer shall notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon--

(1) This contract's type (fixed-price, incentive, or cost-reimbursement);

(2) The sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule); and

(3) The source of the savings (the instant contract, or concurrent and future contracts), as follows:

CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS

(Figures in percent)

Contract Type	Incentive (Voluntary)		Program Requirement (Mandatory)	
	Instant Contract Rate	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts)	(1) 50	(1) 50	25	25
Incentive (fixed-price or cost)(other than award fee)	(2)	(1) 50	(2)	25
Cost-reimbursement ([includes cost-plus-award-fee; excludes other cost-type incentive Contracts])	(3) 25	(3) 25	15	15

(1) The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.

(2) Same sharing arrangement as the contract's profit or fee adjustment formula.

(3) The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

(g) Calculating net acquisition savings. (1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) of this clause). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

- (1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;
 - (2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;
 - (3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;
 - (4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and
 - (5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:
 - (i) Fixed-price contracts--add to contract price.
 - (ii) Cost-reimbursement contracts--add to contract fee.
- (i) Concurrent and future contract savings. (1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.
- (2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by--
 - (i) Subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset; and
 - (ii) Multiplying the result by the Contractor's sharing rate.
 - (3) The Contracting Officer shall calculate the Contractor's share of future contract savings by--
 - (i) Multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period;
 - (ii) Subtracting any Government costs or negative instant contract savings not yet offset; and
 - (iii) Multiplying the result by the Contractor's sharing rate.
 - (4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.
 - (5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:
 - (i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.
 - (ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.
- (j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.
- (k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.
- (l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value

engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

These data, furnished under the Value Engineering clause of contract _____, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.arinet.gov/far/ or www.farsite.hill.af.mil/

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)

(a) Definitions.

(1) "Employee in a sensitive position," as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the Contractor determines involve national security; health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

(2) "Illegal drugs," as used in this clause, means controlled substances included in Schedules I and II, as defined by section 802(6) of title 21 of the United States Code, the possession of which is unlawful under chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

(b) The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, contractors are encouraged to implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause.

(c) Contractor programs shall include the following, or appropriate alternatives:

(1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;

(2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;

(3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;

(4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:

(i) The Contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the work being performed under the contract, the employee's duties, and efficient use of Contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.

(ii) In addition, the Contractor may establish a program for employee drug testing--

(A) When there is a reasonable suspicion that an employee uses illegal drugs; or

(B) When an employee has been involved in an accident or unsafe practice;

(C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;

(D) As part of a voluntary employee drug testing program.

- (iii) The Contractor may establish a program to test applicants for employment for illegal drug use.
- (iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2.1 of subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" (53 FR 11980 (April 11, 1988), issued by the Department of Health and Human Services.
- (d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such times as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.
- (e) The provisions of this clause pertaining to drug testing program shall not apply to the extent that are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.

252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (NOV 1995)

- (a) Definitions. As used in this clause:
 - (1) "Computer data base" means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.
 - (2) "Computer program" means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.
 - (3) "Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.
 - (4) "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.
 - (5) "Detailed manufacturing or process data" means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.
 - (6) "Developed" means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed," the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.
 - (7) "Developed exclusively at private expense" means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.
 - (i) Private expense determinations should be made at the lowest practicable level.
 - (ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.
 - (8) "Developed exclusively with government funds" means development was not accomplished exclusively or partially at private expense.
 - (9) "Developed with mixed funding" means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.
 - (10) "Form, fit, and function data" means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.
 - (11) "Government purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive

procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

(12) "Government purpose rights" means the rights to--

(i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and

(ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.

(13) "Limited rights" means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release or disclose such data or authorize the use or reproduction of the data by persons outside the Government if reproduction, release, disclosure, or use is--

(i) Necessary for emergency repair and overhaul; or

(ii) A release or disclosure of technical data (other than detailed manufacturing or process data) to, or use of such data by, a foreign government that is in the interest of the Government and is required for evaluational or informational purposes;

(iii) Subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(iv) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

(14) "Technical data" means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(15) "Unlimited rights" means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(b) Rights in technical data. The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in technical data other than computer software documentation (see the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentation):

(1) Unlimited rights.

The Government shall have unlimited rights in technical data that are--

(i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;

(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;

(iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;

(iv) Form, fit, and function data;

(v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(vi) Corrections or changes to technical data furnished to the Contractor by the Government;

(vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or

(ix) Data furnished to the Government, under this or any other Government contract or subcontract thereunder, with--

(A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired.

(2) Government purpose rights.

(i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data--

(A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b)(ii) and (b)(iv) through (b)(ix) of this clause; or

(B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes or creation of the data described in paragraph (b)(2)(i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.

(iii) The Government shall not release or disclose technical data in which it has government purpose rights unless--

(A) Prior to release or disclosure, the intended recipient is subject to the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS); or

(B) The recipient is a Government contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(iv) The Contractor has the exclusive right, including the right to license others, to use technical data in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (f)(2) of this clause.

(3) Limited rights.

(i) Except as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause, the Government shall have limited rights in technical data--

(A) Pertaining to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (f) of this clause; or

(B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The Government shall require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.

(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract. The license shall enumerate the additional rights granted the Government in such data.

(4) Specifically negotiated license rights.

The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(13) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights.

Technical data that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless--

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) Release from liability.

The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(13) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.

(c) Contractor rights in technical data. All rights not granted to the Government are retained by the Contractor.

(d) Third party copyrighted data. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data in the technical data to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data of the appropriate scope set forth in paragraph (b) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

(e) Identification and delivery of data to be furnished with restrictions on use, release, or disclosure. (1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, technical data that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted--

Technical data to be furnished with restrictions	Basis for assertion	Asserted rights category	Name of person asserting restrictions (LIST).....
(LIST)	(LIST)	(LIST)	(LIST).....
(1)	(2)	(3)	(4)

1\ If the assertion is applicable to items, components or processes developed at private expense, identify both the data and each such item, component, or process.

2\ Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

3\ Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).

4\ Corporation, individual, or other person, as appropriate.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the

Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Restrictive Markings on Technical Data clause of this contract.

(f) Marking requirements. The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data to be delivered under this contract by marking the deliverable data subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the limited rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) Government purpose rights markings. Data delivered or otherwise furnished to the Government purpose rights shall be marked as follows:

Government Purpose Rights

Contract No. _____
 Contractor Name _____
 Contractor Address _____
 Expiration Date _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(2) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) Limited rights markings. Data delivered or otherwise furnished to the Government with limited rights shall be marked with the following legend:

Limited Rights
 Contract No. _____
 Contractor Name _____
 Contractor Address _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(4) Special license rights markings.

(i) Data in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

Special License Rights

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. _____ (Insert contract number) _____, License No. _____ (Insert license identifier) _____. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) Pre-existing data markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data with the appropriate

restrictive legend for which the data qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) Contractor procedures and records. Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver technical data with other than unlimited rights, shall--

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data delivered under this contract.

(h) Removal of unjustified and nonconforming markings. (1) Unjustified technical data markings. The rights and obligations of the parties regarding the validation of restrictive markings on technical data furnished or to be furnished under this contract are contained in the Validation of Restrictive Markings on Technical Data clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Restrictive Markings on Technical Data clause of this contract, a restrictive marking is determined to be unjustified. (2) Nonconforming technical data markings. A nonconforming marking is a marking placed on technical data delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

(i) Relation to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) Limitation on charges for rights in technical data.

(1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data to be delivered under this contract when--

(i) The Government has acquired, by any means, the same or greater rights in the data; or

(ii) The data are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause--

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data will be delivered.

(k) Applicability to subcontractors or suppliers.

(1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes of paragraph (e) of this clause are recognized and protected.

(2) Whenever any technical data for noncommercial items is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.

(4) The Contractor and higher-tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers.

(5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data as an excuse for failing to satisfy its contractual obligations to the Government.

252.227-7036 DECLARATION OF TECHNICAL DATA CONFORMITY (JAN 1997)

All technical data delivered under this contract shall be accompanied by the following written declaration:

The Contractor, _____, hereby declares that, to the best of its knowledge and belief, the technical data delivered herewith under Contract No. _____ is complete, accurate, and complies with all requirements of the contract.

Date _____

Name and Title of Authorized Official _____

5252.210-9501 AVAILABILITY OF UNIQUE DATA ITEM DESCRIPTIONS (UDIDs) AND DATA ITEM DESCRIPTIONS (DIDs) (APR 1998)

(a) Ordering Procedures for Acquisition Management System and Data Requirements Control List (AMSDDL), DoD 5010.12-L, and DIDs listed therein. The AMSDDL and all DIDs and UDIDs listed therein are stocked at the Navy Publishing and Printing Service Office (NPPSO), Philadelphia, Pennsylvania. Requests for individual DIDs and UDIDs or the AMSDDL will be honored from private industry and from individuals. Requests may be made using the automated telephone request service known as TeleSpecs by dialing (215) 697-1187, 8:00 a.m. to 8:00 p.m. (EST), Monday through Friday. If a customer number has not been previously assigned, requester must call the Special Assistance Desk at (215) 697-2667/2179 before using the TeleSpec service. Requests may also be made by mail or FAX in any form, although it is preferred that the DoD Specification and Standards Requisition, DD Form 1425, be used. Customers will be automatically provided with sufficient blank requisitions for future orders, once an order has been placed. In addition, the DD Form 1425 may be obtained through supply channels of the cognizant military activity. All requests should include the following information:

- (1) Customer number or Commercial and Government Entity (CAGE) number.
- (2) Complete mailing address.
- (3) Each desired AMSDDL, DID or UDID listed by document identifier (e.g., AMSDDL should be listed as DoD 5010.12-L).
- (4) The quantity of documents desired. The maximum quantity issued per item is five (5). Mail orders to: DODSSP, Standardization Document Order Desk, 700 Robbins Avenue, Bldg. 4D, Philadelphia, PA 19111-5094. Fax orders to: (215) 697-1462.

(b) Ordering Complete Sets of DIDs. Complete sets of DIDs or UDIDs are available for a fee.

(c) Subscriptions. A subscription service is available to private industry for a yearly fee. Upon payment of the subscription fee, the subscriber will receive one copy of any new or revised unrestricted and unclassified DID or UDID for a one year period after the effective subscription date. The AMSDDL is included with this subscription. Requests for subscriptions must be accompanied by a check or money order in the above amount payable to the Treasurer of the United States. Requests may be mailed to: DODSSP, Subscription Service Desk, 700 Robbins Avenue, Bldg. 4D, Philadelphia, PA 19111-5094.

(d) Availability of Canceled DIDs. NPPSO supplies only the current version of DIDs. Superseded or canceled documents must be requested through the procurement or Contracting Officer of the military activity citing the need for the document.

SECTION J List of Documents, Exhibits and Other Attachments

SECTION J List of Documents, Exhibits, and Other Attachments

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	Contract Data Requirements List	15	AUG-27-2001
Attachment 1	Wage Determination Number 94-2072 Revision 14 for Ventura County, CA	8	AUG-27-2001
Attachment 2	DD 254	30	SEP-27-2001

CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington DC 20503.

A. CONTRACT LINE ITEM NO.	B. EXH / ATCH NO.	C. CATEGORY: TDP _____ TM _____ OTHER MGMT
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D. SYSTEM / ITEM Eng services for EA-6B	E. CONTRACT / PR NO. N68936-01-R-0086	F. CONTRACTOR TBD
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1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM Contractor's Progress, Status and Management Report	3. SUBTITLE
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4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-80227	5. CONTRACT REFERENCE SOW Para 3.0	6. REQUIRING OFFICE NAWCWPNSDIV 411300E
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7. DD 250 REQ LTR	9. DIST STATEMENT REQUIRED C	10. FREQUENCY MTHLY	12. DATE OF FIRST SUBMISSION 45 DARO	14. DISTRIBUTION		
8. APP CODE N/A		11. AS OF DATE 0	13. DATE OF SUBSEQUENT SUBMISSION EOM+15 days	a. ADDRESSEE	b. COPIES	
					Draft	Final
						Reg
						Repro

16. REMARKS	NAWCWD 210000E	0	1	0
	NAWCWD 411300E	0	2	0
	15. TOTAL	0	3	0

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

G. PREPARED BY Neil D. Scott	H. DATE	I. APPROVED BY	J. DATE
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CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 130 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington DC 20503.

A. CONTRACT LINE ITEM NO.	B. EXH / ATCH NO.	C. CATEGORY: TDP _____ TM _____ OTHER MISC
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D. SYSTEM / ITEM Eng services for EA-6B	E. CONTRACT / PR NO. N68936-01-R-0086	F. CONTRACTOR TBD
--	--	----------------------

1. DATA ITEM NO. A002	2. TITLE OF DATA ITEM Technical Report - Study/Services	3. SUBTITLE
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4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508	5. CONTRACT REFERENCE SOW Para 3.0	6. REQUIRING OFFICE NAWCWPNSDIV 411300E
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7. DD 250 REQ SEE BLK 16	9. DIST STATEMENT REQUIRED SEE BLK 16	10. FREQUENCY SEE BLK 16	12. DATE OF FIRST SUBMISSION SEE BLK 16	14. DISTRIBUTION								
8. APP CODE SEE BLK 16	11. AS OF DATE SEE BLK 16	13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16		<table border="1"> <tr> <th>a. ADDRESSEE</th> <th colspan="3">b. COPIES</th> </tr> <tr> <th></th> <th>Draft</th> <th>Reg</th> <th>Final</th> </tr> </table>	a. ADDRESSEE	b. COPIES				Draft	Reg	Final
a. ADDRESSEE	b. COPIES											
	Draft	Reg	Final									

16. REMARKS Blocks 7 through 13: Information will be provided with each individual Task Order. Block 14: Codes 210000E Letter of Transmittal only.	NAWCWD 210000E	0	1	0
	NAWCWD 411300E	0	2	0
	15. TOTAL	0	3	0

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

G. PREPARED BY Neil D. Scott	H. DATE	I. APPROVED BY	J. DATE
---------------------------------	---------	----------------	---------

(1 Data Item)

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0707-0186), Washington DC 20503.

[illegible]

(1 Data Item)

Public reporting burden for this collection of information is estimated to average 140 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington DC 20503.

G. PREPARED BY Neil D. Scott		H. DATE	I. APPROVED BY	J. DATE
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18. ESTIMATED TOTAL PRICE	
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CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. B. EXH / ATCH NO. C. CATEGORY:
TOP _____ TM _____ OTHER **ADMN**

D. SYSTEM / ITEM Eng services for EA-6B E. CONTRACT / PR NO. N68936-01-R-0086 F. CONTRACTOR TBD

1. DATA ITEM NO. A005 2. TITLE OF DATA ITEM Revisions to Existing Government Documents 3. SUBTITLE Engineering Drawings

4. AUTHORITY (Data Acquisition Document No.) DI-ADMN-80925 5. CONTRACT REFERENCE SOW Para 3.0 6. REQUIRING OFFICE NAWCWPNSDIV 411300E

7. DD 250 REQ DD	9. DIST STATEMENT REQUIRED C	10. FREQUENCY SEE BLK 16	12. DATE OF FIRST SUBMISSION SEE BLK 16	14. DISTRIBUTION		
8. APP CODE A		11. AS OF DATE SEE BLK 16	13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16	a. ADDRESSEE	b. COPIES	
					Draft	Final
					Reg	Repro

16. REMARKS

Blocks 7 through 13: Information will be provided with each individual Task Order.

Block 14: Codes 210000E and 411300E Letter of Transmittal only.

Preliminary submittal will be set in the individual task orders, the government will review/ approve within 15 working days of receipt. The contractor will have 5 working days for final submission.

15. TOTAL	0	3	0
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17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

G. PREPARED BY Neil D. Scott H. DATE I. APPROVED BY J. DATE

(1 Data Item)

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A. CONTRACT LINE ITEM NO.	B. EXH/ATCH NO.	C. CATEGORY: TDP _____ TM _____ OTHER E
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D. SYSTEM / ITEM Eng services for EA-6B	E. CONTRACT / PR NO. N68936-01-R-0086	F. CONTRACTOR TBD
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1. DATA ITEM NO. A007	2. TITLE OF DATA ITEM Test Report	3. SUBTITLE
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4. AUTHORITY (Data Acquisition Document No.) DI-E-5423	5. CONTRACT REFERENCE SOW Para 3.0	6. REQUIRING OFFICE NAWCWPNSDIV 411300E
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7. DD 250 REQ DD	9. DIST STATEMENT REQUIRED C	10. FREQUENCY SEE BLK 16	12. DATE OF FIRST SUBMISSION SEE BLK 16	14. DISTRIBUTION	
8. APP CODE		11. AS OF DATE SEE BLK 16	13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16	a. ADDRESSEE	b. COPIES

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I. PREPARED BY Neil D. Scott		H. DATE	I. APPROVED BY	J. DATE
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(1 Data Item)

Public reporting burden for this collection of information is estimated to average 130 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0186), Washington DC 20503.

A. CONTRACT LINE ITEM NO.	B. EXH / ATCH NO.	C. CATEGORY: TDP _____ TM _____ OTHER E
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D. SYSTEM / ITEM Eng services for EA-6B	E. CONTRACT / PR NO. N68936-01-R-0086	F. CONTRACTOR TBD
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1. DATA ITEM NO. A008	2. TITLE OF DATA ITEM Acceptance Test Procedures	3. SUBTITLE
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4. AUTHORITY (Data Acquisition Document No.) DI-E-5423	5. CONTRACT REFERENCE SOW Para 3.0	6. REQUIRING OFFICE NAWCWPNSDIV 411300E
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7. DD 250 REQ DD	9. DIST STATEMENT REQUIRED C	10. FREQUENCY SEE BLK 16	12. DATE OF FIRST SUBMISSION SEE BLK 16	14. DISTRIBUTION							
8. APP CODE A		11. AS OF DATE SEE BLK 16	13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16	a. ADDRESSEE		b. COPIES <table border="1"> <tr> <td colspan="2">Draft</td> <td>Final</td> </tr> <tr> <td>Per</td> <td>Per</td> <td>Per</td> </tr> </table>	Draft		Final	Per	Per
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16. REMARKS	NAW/CWD 2100001	Reg	Repro
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[illegible]

17. PRICE GROUP	
18. ESTIMATED TOTAL PRICE	

G. PREPARED BY Neil D. Scott		H. DATE	I. APPROVED BY	J. DATE
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18. ESTIMATED TOTAL PRICE	
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17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

G. PREPARED BY Neil D. Scott		H. DATE	I. APPROVED BY	J. DATE
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17. PRICE GROUP

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(1 Data Item)

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A. CONTRACT LINE ITEM NO.	B. EXH / ATCH NO.	C. CATEGORY: TDP _____ TM _____ OTHER E
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D. SYSTEM / ITEM Eng services for EA-6B	E. CONTRACT / PR NO. N68936-01-R-0086	F. CONTRACTOR TBD
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1. DATA ITEM NO. A00C	2. TITLE OF DATA ITEM Engineering Change Proposal	3. SUBTITLE
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4. AUTHORITY (Data Acquisition Document No.) DI-CMAN-80639C	5. CONTRACT REFERENCE SOW Para 3.0	6. REQUIRING OFFICE NAWCWPNSDIV 411300E
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7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED C	10. FREQUENCY SEE BLK 16	12. DATE OF FIRST SUBMISSION SEE BLK 16	14. DISTRIBUTION							
8. APP CODE SEE BLK 16		11. AS OF DATE SEE BLK 16	13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16	a. ADDRESSEE		b. COPIES <table border="1"> <tr> <td colspan="2">Draft</td> <td>Final</td> </tr> <tr> <td>Per</td> <td>Per</td> <td>Per</td> </tr> </table>	Draft		Final	Per	Per
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16. REMARKS										Reg	Repro
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Blocks 7 through 13: Information will be provided with each individual Delivery Order.

Block 9: Distribution outside of NAWCWD shall be requested prior to release.

Block 14: Codes 210000E Letter of Transmittal only.

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17. PRICE GROUP	
18. ESTIMATED TOTAL PRICE	

G. PREPARED BY Neil D. Scott		H. DATE	I. APPROVED BY	J. DATE
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CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

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OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.	B. EXH / ATCH NO.	C. CATEGORY: TDP _____ TM _____ OTHER <u>E</u>
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D. SYSTEM / ITEM Eng services for EA-6B	E. CONTRACT / PR NO. N68936-01-R-0086	F. CONTRACTOR TBD
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1. DATA ITEM NO. A00D	2. TITLE OF DATA ITEM Request For Nomenclature	3. SUBTITLE
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4. AUTHORITY (Data Acquisition Document No.) DI-CMAN-81254A	5. CONTRACT REFERENCE SOW Para 3.0	6. REQUIRING OFFICE NAWCWPNSDIV 411300E
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7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED C	10. FREQUENCY SEE BLK 16	12. DATE OF FIRST SUBMISSION SEE BLK 16	14. DISTRIBUTION								
8. APP CODE	11. AS OF DATE SEE BLK 16	13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16	<table border="1"> <tr> <th>a. ADDRESSEE</th> <th colspan="3">b. COPIES</th> </tr> <tr> <th></th> <th>Draft</th> <th>Reg</th> <th>Final</th> </tr> </table>		a. ADDRESSEE	b. COPIES				Draft	Reg	Final
a. ADDRESSEE	b. COPIES											
	Draft	Reg	Final									

16. REMARKS Blocks 7 through 13: Information will be provided with each individual Delivery Order. Block 9: Distribution outside of NAWCWD shall be requested prior to release. Block 14: Codes 210000E Letter of Transmittal only.	NAWCWD 210000E	0	1	0
	NAWCWD 411300E	0	2	0
15. TOTAL	0	3	0	

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

G. PREPARED BY Neil D. Scott	H. DATE	I. APPROVED BY	J. DATE
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16. REMARKS			NATIONAL ACADEMY OF SCIENCES	Reg	Repro
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15. TOTAL	0	3	0
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CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

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A. CONTRACT LINE ITEM NO.	B. EXH / ATCH NO.	C. CATEGORY: TDP _____ TM _____ OTHER <u>E</u>
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D. SYSTEM / ITEM Eng services for EA-6B	E. CONTRACT / PR NO. N68936-01-R-0086	F. CONTRACTOR TBD
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1. DATA ITEM NO. A00F	2. TITLE OF DATA ITEM Data Accession List (DAL)	3. SUBTITLE
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4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-81453	5. CONTRACT REFERENCE SOW Para 3.0	6. REQUIRING OFFICE NAWCWPNSDIV 411300E
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7. DD 250 REQ DD	9. DIST STATEMENT REQUIRED C	10. FREQUENCY SEE BLK 16	12. DATE OF FIRST SUBMISSION SEE BLK 16	14. DISTRIBUTION a. ADDRESSEE b. COPIES Draft Final Reg Repro
8. APP CODE A	11. AS OF DATE SEE BLK 16	13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16	15. TOTAL	

16. REMARKS

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17. PRICE GROUP

18. ESTIMATED
TOTAL PRICE

G. PREPARED BY Neil D. Scott	H. DATE	I. APPROVED BY	J. DATE
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<input checked="" type="checkbox"/> [CUR]	<input checked="" type="checkbox"/> [NEXT]	<input checked="" type="checkbox"/> [LAST]	<input checked="" type="checkbox"/> [BOTTOM]	<input checked="" type="checkbox"/> [HELP]		

WAGE DETERMINATION NO: 94-2072 REV (14) AREA: CA, VENTURA

WAGE DETERMINATION NO: 94-2072 REV (14) AREA: CA, VENTURA

REGISTER OF WAGE DETERMINATIONS UNDER

U.S. DEPARTMENT OF LABOR

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

WASHINGTON D.C. 20210

William W. Gross
DirectorDivision of
Wage Determinations

Wage Determination No.: 1994-2072

Revision No.: 14

Date Of Last Revision: 04/17/2001

State: California

Area: California County of Ventura

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	9.83
Accounting Clerk II	10.73
Accounting Clerk III	13.24
Accounting Clerk IV	16.76
Court Reporter	15.45
Dispatcher, Motor Vehicle	14.89
Document Preparation Clerk	12.27
Duplicating Machine Operator	12.27
Film/Tape Librarian	12.84
General Clerk I	9.67
General Clerk II	10.86
General Clerk III	13.33
General Clerk IV	16.07
Housing Referral Assistant	16.63
Key Entry Operator I	11.11
Key Entry Operator II	12.12
Messenger (Courier)	8.40
Order Clerk I	11.31
Order Clerk II	12.34
Personnel Assistant (Employment) I	11.85
Personnel Assistant (Employment) II	13.29
Personnel Assistant (Employment) III	15.97
Personnel Assistant (Employment) IV	17.95
Production Control Clerk	16.14
Rental Clerk	13.13
Scheduler, Maintenance	13.13
Secretary I	13.13
Secretary II	15.48
Secretary III	16.63
Secretary IV	19.43
Secretary V	22.48
Service Order Dispatcher	12.84
Stenographer I	12.29

Stenographer II	13.80
Supply Technician	19.44
Survey Worker (Interviewer)	13.43
Switchboard Operator-Receptionist	10.68
Test Examiner	15.48
Test Proctor	15.48
Travel Clerk I	9.34
Travel Clerk II	9.99
Travel Clerk III	10.53
Word Processor I	12.20
Word Processor II	13.71
Word Processor III	15.33
Automatic Data Processing Occupations	
Computer Data Librarian	12.53
Computer Operator I	13.23
Computer Operator II	14.80
Computer Operator III	17.29
Computer Operator IV	18.33
Computer Operator V	20.31
Computer Programmer I (1)	14.51
Computer Programmer II (1)	17.96
Computer Programmer III (1)	22.85
Computer Programmer IV (1)	27.62
Computer Systems Analyst I (1)	24.75
Computer Systems Analyst II (1)	27.62
Computer Systems Analyst III (1)	27.63
Peripheral Equipment Operator	13.01
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	18.13
Automotive Glass Installer	18.42
Automotive Worker	18.42
Electrician, Automotive	19.16
Mobile Equipment Servicer	16.63
Motor Equipment Metal Mechanic	19.97
Motor Equipment Metal Worker	18.42
Motor Vehicle Mechanic	19.16
Motor Vehicle Mechanic Helper	15.43
Motor Vehicle Upholstery Worker	17.64
Motor Vehicle Wrecker	18.42
Painter, Automotive	19.16
Radiator Repair Specialist	18.09
Tire Repairer	14.54
Transmission Repair Specialist	19.97
Food Preparation and Service Occupations	
Baker	15.40
Cook I	14.48
Cook II	9.99
Dishwasher	9.78
Food Service Worker	9.78
Meat Cutter	14.14
Waiter/Waitress	10.83
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	17.35
Furniture Handler	11.72
Furniture Refinisher	17.35
Furniture Refinisher Helper	13.96
Furniture Repairer, Minor	15.96
Upholsterer	17.35
General Services and Support Occupations	
Cleaner, Vehicles	9.78

Elevator Operator	11.25
Gardener	15.99
House Keeping Aid I	8.74
House Keeping Aid II	9.78
Janitor	9.78
Laborer, Grounds Maintenance	12.46
Maid or Houseman	8.74
Pest Controller	14.75
Refuse Collector	11.26
Tractor Operator	14.84
Window Cleaner	10.83
Health Occupations	
Dental Assistant	14.43
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.53
Licensed Practical Nurse I	11.50
Licensed Practical Nurse II	12.90
Licensed Practical Nurse III	14.43
Medical Assistant	10.78
Medical Laboratory Technician	12.90
Medical Record Clerk	12.90
Medical Record Technician	13.53
Nursing Assistant I	7.32
Nursing Assistant II	8.23
Nursing Assistant III	8.97
Nursing Assistant IV	10.27
Pharmacy Technician	12.17
Phlebotomist	12.90
Registered Nurse I	17.48
Registered Nurse II	21.40
Registered Nurse II, Specialist	21.40
Registered Nurse III	25.88
Registered Nurse III, Anesthetist	25.88
Registered Nurse IV	34.45
Information and Arts Occupations	
Audiovisual Librarian	11.16
Exhibits Specialist I	17.23
Exhibits Specialist II	21.33
Exhibits Specialist III	26.10
Illustrator I	17.43
Illustrator II	21.57
Illustrator III	26.40
Librarian	22.50
Library Technician	13.38
Photographer I	16.73
Photographer II	20.70
Photographer III	25.33
Photographer IV	30.64
Photographer V	29.48
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	7.51
Counter Attendant	7.51
Dry Cleaner	8.05
Finisher, Flatwork, Machine	7.51
Presser, Hand	7.51
Presser, Machine, Drycleaning	7.51
Presser, Machine, Shirts	7.51
Presser, Machine, Wearing Apparel, Laundry	7.51
Sewing Machine Operator	8.55
Tailor	10.42
Washer, Machine	8.09

Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	17.35
Tool and Die Maker	20.27
Material Handling and Packing Occupations	
Forklift Operator	11.33
Fuel Distribution System Operator	15.19
Material Coordinator	15.98
Material Expediter	15.98
Material Handling Laborer	11.37
Order Filler	11.47
Production Line Worker (Food Processing)	13.08
Shipping Packer	11.72
Shipping/Receiving Clerk	11.72
Stock Clerk (Shelf Stocker; Store Worker II)	12.20
Store Worker I	9.38
Tools and Parts Attendant	13.89
Warehouse Specialist	13.89
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	18.07
Aircraft Mechanic Helper	13.96
Aircraft Quality Control Inspector	19.73
Aircraft Servicer	15.96
Aircraft Worker	16.67
Appliance Mechanic	17.35
Bicycle Repairer	14.54
Cable Splicer	20.78
Carpenter, Maintenance	19.36
Carpet Layer	16.67
Electrician, Maintenance	23.91
Electronics Technician, Maintenance I	16.03
Electronics Technician, Maintenance II	17.45
Electronics Technician, Maintenance III	21.38
Fabric Worker	15.96
Fire Alarm System Mechanic	18.07
Fire Extinguisher Repairer	15.05
Fuel Distribution System Mechanic	18.07
General Maintenance Worker	16.67
Heating, Refrigeration and Air Conditioning Mechanic	18.29
Heavy Equipment Mechanic	19.12
Heavy Equipment Operator	20.75
Instrument Mechanic	19.49
Laborer	11.07
Locksmith	17.35
Machinery Maintenance Mechanic	18.54
Machinist, Maintenance	18.99
Maintenance Trades Helper	13.96
Millwright	20.44
Office Appliance Repairer	17.28
Painter, Aircraft	17.35
Painter, Maintenance	17.35
Pipefitter, Maintenance	18.09
Plumber, Maintenance	17.36
Pneudraulic Systems Mechanic	18.07
Rigger	20.78
Scale Mechanic	17.44
Sheet-Metal Worker, Maintenance	18.07
Small Engine Mechanic	16.337
Telecommunication Mechanic I	18.12
Telecommunication Mechanic II	20.69
Telephone Lineman	18.12

Welder, Combination, Maintenance	18.07
Well Driller	18.07
Woodcraft Worker	18.07
Woodworker	15.05
Miscellaneous Occupations	
Animal Caretaker	11.87
Carnival Equipment Operator	12.90
Carnival Equipment Repairer	13.90
Carnival Worker	9.78
Cashier	9.73
Desk Clerk	10.43
Embalmer	17.49
Lifeguard	9.58
Mortician	17.49
Park Attendant (Aide)	12.03
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.29
Recreation Specialist	12.56
Recycling Worker	14.83
Sales Clerk	10.32
School Crossing Guard (Crosswalk Attendant)	9.78
Sport Official	9.58
Survey Party Chief (Chief of Party)	16.50
Surveying Aide	9.79
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	13.43
Swimming Pool Operator	15.40
Vending Machine Attendant	12.90
Vending Machine Repairer	15.40
Vending Machine Repairer Helper	12.90
Personal Needs Occupations	
Child Care Attendant	10.03
Child Care Center Clerk	14.40
Chore Aid	9.71
Homemaker	14.45
Plant and System Operation Occupations	
Boiler Tender	18.07
Sewage Plant Operator	21.53
Stationary Engineer	20.06
Ventilation Equipment Tender	13.96
Water Treatment Plant Operator	21.53
Protective Service Occupations	
Alarm Monitor	12.78
Corrections Officer	19.20
Court Security Officer	19.20
Detention Officer	19.20
Firefighter	20.72
Guard I	9.83
Guard II	12.78
Police Officer	24.19
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	17.96
Hatch Tender	15.62
Line Handler	15.62
Stevedore I	16.22
Stevedore II	17.64
Technical Occupations	
Air Traffic Control Specialist, Center (2)	28.68
Air Traffic Control Specialist, Station (2)	19.77
Air Traffic Control Specialist, Terminal (2)	21.78
Archeological Technician I	15.39
Archeological Technician II	17.22

Archeological Technician III	21.32
Cartographic Technician	24.54
Civil Engineering Technician	23.19
Computer Based Training (CBT) Specialist/ Instructor	21.64
Drafter I	13.10
Drafter II	14.70
Drafter III	16.45
Drafter IV	20.38
Engineering Technician I	13.43
Engineering Technician II	15.06
Engineering Technician III	16.88
Engineering Technician IV	20.25
Engineering Technician V	24.07
Engineering Technician VI	29.12
Environmental Technician	18.02
Flight Simulator/Instructor (Pilot)	26.79
Graphic Artist	21.88
Instructor	21.64
Laboratory Technician	14.75
Mathematical Technician	20.71
Paralegal/Legal Assistant I	15.69
Paralegal/Legal Assistant II	18.05
Paralegal/Legal Assistant III	22.10
Paralegal/Legal Assistant IV	26.71
Photooptics Technician	20.71
Technical Writer	25.87
Unexploded (UXO) Safety Escort	18.22
Unexploded (UXO) Sweep Personnel	18.22
Unexploded Ordnance (UXO) Technician I	18.22
Unexploded Ordnance (UXO) Technician II	22.05
Unexploded Ordnance (UXO) Technician III	26.43
Weather Observer, Combined Upper Air and Surface Programs (3)	16.94
Weather Observer, Senior (3)	18.81
Weather Observer, Upper Air (3)	16.94
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	14.03
Parking and Lot Attendant	8.93
Shuttle Bus Driver	11.53
Taxi Driver	10.70
Truckdriver, Heavy Truck	15.42
Truckdriver, Light Truck	11.53
Truckdriver, Medium Truck	12.20
Truckdriver, Tractor-Trailer	15.42

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension p civic and personal leave, severance pay, and savings and thrift plans. Minimum emp contributions costing an average of \$2.56 per hour computed on the basis of all hou worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or succes weeks after 5 years, and 4 weeks after 15 years. Length of service includes the wh of continuous service with the present contractor or successor, wherever employed, the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther K Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, C Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substit any of the named holidays another day off with pay in accordance with a plan commun to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (a

numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. rate of basic pay plus a night pay differential amounting to 10 percent of the rate basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a tour of duty, you will earn a night differential and receive an additional 10% of b for any hours worked between 6pm and 6am. If you are a full-time employed (40 hour week) and Sunday is part of your regularly scheduled workweek, you are paid at your basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday w which is not overtime (i.e. occasional work on Sunday outside the normal tour of du considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees em in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work s screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, pyrotechnic compositions such as lead azide, black powder and photoflash powder. A house activities involving propellants or explosives. Demilitarization, modificati renovation, demolition, and maintenance operations on sensitive ordnance, explosive incendiary materials. All operations involving regrading and cleaning of artillery A 4 percent differential is applicable to employees employed in a position that rep a low degree of hazard when working with, or in close proximity to ordnance, (or emp possibly adjacent to) explosives and incendiary materials which involves potential such as laceration of hands, face, or arms of the employee engaged in the operation irritation of the skin, minor burns and the like; minimal damage to immediate or ad work area or equipment being used. All operations involving, unloading, storage, a hauling of ordnance, explosive, and incendiary ordnance material other than small ar ammunition. These differentials are only applicable to work that has been specific designated by the agency for ordnance, explosives, and incendiary material different

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (eit the terms of the Government contract, by the employer, by the state or local law, e the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning uniforms is an expense that may not be borne by an employee where such cost reduces hourly rate below that required by the wage determination. The Department of Labor accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequa number of uniforms without cost or to reimburse employees for the actual cost of th uniforms. In addition, where uniform cleaning and maintenance is made the responsi of the employee, all contractors and subcontractors subject to this wage determinat shall (in the absence of a bona fide collective bargaining agreement providing for different amount, or the furnishing of contrary affirmative proof as to the actual reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per we \$.67 cents per day). However, in those instances where the uniforms furnished are "wash and wear" materials, may be routinely washed and dried with other personal ga and do not require any special treatment such as dry cleaning, daily washing, or co laundering in order to meet the cleanliness or appearance standards set by the term Government contract, by the contractor, by law, or by the nature of the work, there requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by Third Supplement, dated March 1997, unless otherwise indicated. This publication m obtained from the Superintendent of Documents, at 202-783-3238, or by writing to th Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 2040 Copies of specific job descriptions may also be obtained from the appropriate contr officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid monetary wages and furnished the fringe benefits as are determined. Such conformance process shall be initiated by the contractor prior to the performance of contract with such unlisted class(es) of employees. The conformed classification, wage rate, and fringe benefits shall be retroactive to the commencement date of the contract. {See 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report, together with the agency's recommendations and pertinent information including position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties required are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is in an established wage determination. Conformances may not be used to artificially combine, or subdivide classifications listed in the wage determination.

[X] [HOME]	[X] [SEARCH]	[X] [PRE]	[X] [CURR_LIST]	[X] [NEXT]	[X] [FIRST_DOC]	[X] [PREV_DOC]
[X] [CUR]	[X] [NEXT]	[X] [LAST]	[X] [TOP]	[X] [HELP]		

**DEPARTMENT OF DEFENSE
CONTRACT SECURITY CLASSIFICATION SPECIFICATION**

(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort)

Ref # PM01-010

Stub #

1. CLEARANCE AND SAFEGUARDING

a. F. CLEARANCE REQUIRED

TOP SECRET

b. LEVEL OF SAFEGUARDING REQUIRED

SECRET

2. THIS SPECIFICATION IS FOR: (X and complete as applicable)

<input type="checkbox"/>	a. PRIME CONTRACT NUMBER
<input type="checkbox"/>	b. SUBCONTRACT NUMBER
<input checked="" type="checkbox"/>	c. SOLICITATION OR OTHER NUMBER N68936-01-R-0086

Date (YYYYMMDD)

3. THIS SPECIFICATION IS: (X and complete as applicable)

<input checked="" type="checkbox"/>	a. ORIGINAL (Complete date in all cases.)	Date (YYYYMMDD) 01/08/08
<input type="checkbox"/>	b. REVISED (Supersedes all previous specs.)	Revision No. Date (YYYYMMDD)
<input type="checkbox"/>	c. FINAL (Complete item 5 in all cases.)	Date (YYYYMMDD)

4. IS THIS A FOLLOW-ON CONTRACT?

☐ YES

☒ NO

If yes, complete the following:

Classified material received or generated under _____ (Preceding Contract Number) is transferred to this follow-on contract.

5. IS THIS A FINAL DD FORM 254?

☐ YES

☒ NO

If yes, complete the following:

In response to contractor's request dated _____, retention of the identified classified material is authorized for the period of _____

6. CONTRACTOR (include Commercial and Government Entity (CAGE) Code)

a. NAME, ADDRESS, AND ZIP CODE

b. CAGE CODE

c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)

7. SUBCONTRACTOR

a. NAME, ADDRESS, AND ZIP CODE

c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)

SPECIMEN DD 254

ORIGINATED

8 August 2001

THIS DD254 IS A GUIDE FOR BIDDING PURPOSES ONLY.
AN ORIGINAL DD254 WILL BE ISSUED UPON AWARD OF CONTRACT.

8. ACTUAL PERFORMANCE

a. LOCATION

b. CAGE CODE

c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)

9. GENERAL IDENTIFICATION OF THIS PROCUREMENT

ENGINEERING SERVICES IN SUPPORT OF THE EA-6B PROGRAM, SPECIFICALLY THE EA-6B AVIONICS INCLUDING ICAP-2, ALQ-99 SYSTEMS (BLOCK 82, 88, 89 AND FUTURE UPGRADES), TACTICAL EA-6B MISSION SUPPORT (TEAMS) SYSTEM, ELECTRONIC WARFARE DATA BASE SUPPORT (EWDS) AND INTELLIGENCE SYSTEMS.

10. THIS CONTRACT WILL REQUIRE ACCESS TO:

YES NO

a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION

☒ ☐

b. RESTRICTED DATA

☐ ☒

c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION

☐ ☒

d. FORMERLY RESTRICTED DATA

☐ ☒

e. INTELLIGENCE INFORMATION:

☒ ☒

(1) Sensitive Compartmented Information (SCI)

☒ ☐

(2) Non-SCI

☒ ☐

f. SPECIAL ACCESS INFORMATION

☐ ☒

g. NATO INFORMATION

☒ ☐

h. FOREIGN GOVERNMENT INFORMATION

☒ ☐

i. LIMITED DISSEMINATION INFORMATION

☐ ☒

j. FOR OFFICIAL USE ONLY INFORMATION

☒ ☐

k. OTHER (Specify)

☐ ☒

11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:

YES NO

a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY.

☐ ☒

b. RECEIVE CLASSIFIED DOCUMENTS ONLY

☐ ☒

c. RECEIVE AND GENERATE CLASSIFIED MATERIAL

☒ ☐

d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE

☒ ☐

e. PERFORM SERVICES ONLY

☐ ☒

f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S. PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES

☐ ☒

g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION

☒ ☐

h. REQUIRE A COMSEC ACCOUNT

☒ ☐

i. HAVE TEMPEST REQUIREMENTS

☒ ☐

j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS

☒ ☐

k. BE AUTHORIZED TO USE DEFENSE COURIER SERVICE

☐ ☒

l. OTHER (Specify)

☐ ☒

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to the contract shall not be released for public dissemination except as approved by the International Security Manual or:



Direct



Through (specify):

COMMANDER, NAVAL AIR WARFARE CENTER, WEAPONS DIV (741100E), Point Mugu CA 93542-5001

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs) * for review.
*In the case of non-DOD User Agencies, request for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The security classification guidance for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in the guidance, the contractor is authorized, encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate

CLASSIFIED WORK CANNOT BE PERFORMED UNTIL A FACILITY CLEARANCE HAS BEEN OBTAINED AT THE CLASSIFICATION LEVEL REQUIRED IN BLOCKS "1A" AND "1B".

CONTRACTORS POSSESSING RECIPROCAL CLEARANCES ARE NOT ELIGIBLE FOR ACCESS TO INFORMATION RELEASED TO OR DEVELOPED UNDER THIS CONTRACT. SUBCONTRACTING TO CONTRACTORS WITH RECIPROCAL CLEARANCES REQUIRES PRIOR USER AGENCY APPROVAL.

4. ADDITIONAL SECURITY REQUIREMENTS. Requirements in addition to ISM requirements, are established for this contract. (If Yes, identify pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of tech requirements to the cognizant security office. Use Item 13 if additional space is needed).

☒ Yes ☐ No

ADDITIONAL SECURITY REQUIREMENTS HAVE BEEN ADDED TO ITEM 13.

5. Inspections. Elements of the contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed).

☒ Yes ☐ No

SPECIFIC ELEMENTS HAVE BEEN ADDED TO ITEM 13.

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL

Judy Smith

b. TITLE

CONTRACTING OFFICER FOR
SECURITY MATTERS

c. TELEPHONE (Include Area Code)

(805) 989-7859 (DSN

d. ADDRESS (Include Zip Code)

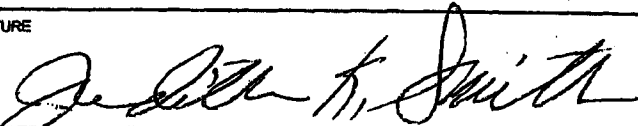
COMMANDER
CODE 741100E
NAVAIRWARCENWPNDIV
521 9TH STREET
POINT MUGU, CA 93542-5001

17. REQUIRED DISTRIBUTION

- ☒ a. CONTRACTOR
☐ b. SUBCONTRACTOR
☒ c. COGNIZANT SECURITY OFFICER FOR PRIME & SUBCONTRACTOR
☐ d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY
☒ e. ADMINISTRATIVE CONTRACTING OFFICER
☒ f. OTHERS AS NECESSARY

741100E, 411300E (N. SCOTT),
4J3000E (R. SHIREY), 743000D

e. SIGNATURE



Prior

AIS PROCESSING WILL BE CONDUCTED IN ACCORDANCE WITH THE NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL (NISPOM), DEPARTMENT OF THE NAVY AUTOMATIC DATA PROCESSING SECURITY PROGRAM (OPNAVINST 5239.1A) AND APPROPRIATE LOCAL AIS INSTRUCTIONS.

TEMPEST SECURITY REQUIREMENTS ARE IMPOSED IF THIS CONTRACT REQUIRES THE CONTRACTOR TO ELECTRICALLY, ELECTRONICALLY, OR ELECTROMECHANICALLY PROCESS CLASSIFIED DATA AT THE SECRET - SPECIAL CATEGORY OR HIGHER LEVEL. UPON AWARD OF CONTRACT, THE ATTACHED CONTRACTOR TEMPEST QUESTIONNAIRE (ATTACHMENT #1) MUST BE COMPLETED BY THE CONTRACTOR AS PART OF THEIR CONTRACTUAL REQUIREMENTS. PUBLIC RELEASE IS NOT AUTHORIZED FOR TEMPEST SECURITY INFORMATION OR REQUIREMENTS. USER AGENCY APPROVAL IS REQUIRED PRIOR TO SUBCONTRACTING.

THE "FOR OFFICIAL USE ONLY" INFORMATION PROVIDED UNDER THIS CONTRACT SHALL BE SAFEGUARDED IN ACCORDANCE WITH ATTACHMENT #2.

PRIOR TO THE AUTHORIZATION OF DTIC SERVICES, CONTRACTORS MUST SUBMIT DD FORMS IN ACCORDANCE WITH REQUIREMENTS LISTED IN THE DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL (NISPOM), CHAPTER 11, SECTION 2.

ADEQUATE STORAGE WILL BE PROVIDED FOR CLASSIFIED HARDWARE WHICH IS OF SUCH SIZE OR QUANTITY IT CANNOT BE SAFEGUARDED IN A REGULAR SIZE APPROVED STORAGE CONTAINER.

ACCESS TO AND SAFEGUARDING OF COMSEC INFORMATION/MATERIAL SHALL BE IN ACCORDANCE WITH NAVWPNCENINST 2281.1B, NWC IDP 3736, DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL (NISPOM), AND DOD 5220.22-S, INDUSTRIAL SECURITY MANUAL, COMSEC SUPPLEMENT OF 17 MAR 88.

THE INSTALLATION OF COMSEC EQUIPMENT UNDER THE CONFIGURATION CONTROL OF NSA WILL BE IN ACCORDANCE WITH OPNAVINST 2221.3C, 5510.93, NTISSI 4000, AND NACSI 4009.

ACCESS TO CLASSIFIED COMSEC INFORMATION/MATERIAL REQUIRES A FINAL U.S. GOVERNMENT CLEARANCE AT THE APPROPRIATE LEVEL, U.S. CITIZENSHIP, NEED-TO-KNOW, AND A SPECIAL BRIEFING. NON-U.S. CITIZENS, INCLUDING IMMIGRANT ALIENS, ARE NOT ELIGIBLE FOR ACCESS TO CLASSIFIED COMSEC INFORMATION/MATERIAL. USER AGENCY APPROVAL IS REQUIRED PRIOR TO SUBCONTRACTING.

LOCAL HOLDER ACCOUNT WILL BE ESTABLISHED FOR ACCESS TO COMSEC INFORMATION AT USER AGENCY.

PERSONNEL HAVING ACCESS TO COMSEC INFORMATION SHALL BE BRIEFED BY A GOVERNMENT CMS CUSTODIAN.

EACH CONTRACTOR EMPLOYEE REQUIRED TO TRANSPORT COMSEC MATERIAL MUST HAVE A COMPANY COURIER CARD.

USE OF STU-III FOR TRANSMISSION OF CLASSIFIED AND/OR SENSITIVE UNCLASSIFIED U.S. GOVERNMENT INFORMATION IS REQUIRED. A COMSEC ACCOUNT WILL BE REQUIRED. GOVERNMENT WILL FURNISH EQUIPMENT FOR THE DURATION OF THIS CONTRACT.

ACCESS TO TOP SECRET INFORMATION IS REQUIRED IN THE PERFORMANCE OF THIS CONTRACT AND SHALL BE IN ACCORDANCE WITH DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL (NISPOM), CHAPTER 5. USER AGENCY APPROVAL IS REQUIRED PRIOR TO SUBCONTRACTING.

ACCESS TO TOP SECRET WILL BE AT NAVAL AIR WARFARE CENTER WEAPONS DIVISION, POINT MUGU, CA.

ACCESS TO DOCUMENTS CONTAINING INTELLIGENCE INFORMATION IS REQUIRED IN THE PERFORMANCE OF THIS CONTRACT. ATTACHMENT #3 "SECURITY GUIDELINES FOR THE HANDLING OF INTELLIGENCE INFORMATION FOR CONTRACTORS" AND ATTACHMENT #4 DCID 1/7, "SECURITY CONTROLS ON THE DISSEMINATION OF INTELLIGENCE INFORMATION" PROVIDE GUIDANCE ON CONTROL OF INTELLIGENCE INFORMATION. USER AGENCY APPROVAL IS REQUIRED PRIOR TO SUBCONTRACTING.

RETENTION OF CLASSIFIED INFORMATION RECEIVED/GENERATED UNDER THE TERMS OF THIS CONTRACT IS AUTHORIZED FOR THE DURATION OF THE CONTRACT PERIOD. UPON COMPLETION OF WORK, FURTHER RETENTION APPROVAL MUST BE OBTAINED FROM THE CONTRACTING OFFICER IDENTIFIED IN BLOCK 16 OF THIS DD-254.

SHARED ACCESS: SECURITY REQUIREMENTS AND SECURITY AGREEMENTS FOR SHARED ACCESS OF SECURITY FUNCTIONS BETWEEN THE GOVERNMENT AND THIS CONTRACTOR HAVE BEEN ADDED TO THIS CONTRACT. SHARED ACCESS WILL BE APPROVED FOR INDIVIDUAL DELIVERY ORDERS.

ACCESS TO NATO INFORMATION IS REQUIRED IN THE PERFORMANCE OF THIS CONTRACT. ACCESS TO AND SAFEGUARDING OF NATO INFORMATION SHALL BE IN ACCORDANCE WITH DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL (NISPOM) CHAPTER 10, SECTION 7. ACCESS TO NATO INFORMATION REQUIRES A FINAL U.S. GOVERNMENT CLEARANCE AT THE APPROPRIATE LEVEL, NEED-TO-KNOW, AND SPECIAL BRIEFING. USER AGENCY APPROVAL IS REQUIRED PRIOR TO SUBCONTRACTING.

ACCESS TO AND SAFEGUARDING OF CLASSIFIED FOREIGN GOVERNMENT INFORMATION (EXCLUDING NATO) REQUIRES A FINAL U.S. GOVERNMENT CLEARANCE AND SHALL BE IN ACCORDANCE WITH DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL (NISPOM), CHAPTER 10, SECTION 3. USER AGENCY APPROVAL IS REQUIRED PRIOR TO SUBCONTRACTING.

DISTRIBUTION STATEMENTS MUST BE ON ALL CLASSIFIED AND UNCLASSIFIED TECHNICAL DOCUMENTS. REFER TO THE CONTRACT DATA REQUIREMENTS LIST (CDRL) BLOCK 9, FOR THE REQUIRED DISTRIBUTION STATEMENT FOR YOUR DATA, OR YOUR NAVAL AIR WARFARE CENTER WEAPONS DIVISION, POINT MUGU, CA OR NAVAL AIR WEAPONS STATION POINT MUGU, CA POINT OF CONTACT.

THE CONTRACTOR IS REQUIRED TO PROVIDE OPERATION SECURITY (OPSEC) PROTECTION FOR ALL CLASSIFIED INFORMATION (AS DEFINED BY FAR 4.401) AND SENSITIVE INFORMATION. IN ORDER TO MEET THIS REQUIREMENT, THE CONTRACTOR SHALL DEVELOP, IMPLEMENT AND MAINTAIN A FACILITY LEVEL OPSEC PROGRAM IN ACCORDANCE WITH ATTACHMENT #5 "OPERATIONS SECURITY GUIDANCE FOR CONTRACTORS" DATED AUGUST 1993, AND GUIDANCE PROVIDED. THE DEFENSE SECURITY SERVICE (DSS) WILL PERFORM OPSEC INSPECTIONS AS REQUIRED. PRIOR APPROVAL OF THE CONTRACTING ACTIVITY IS REQUIRED BEFORE IMPOSING OPSEC REQUIREMENTS ON A SUBCONTRACTOR.

ACCESS TO SECRET INFORMATION IS REQUIRED IN THE PERFORMANCE OF THIS CONTRACT AND WILL BE AT NAVAL AIR WARFARE CENTER WEAPONS DIVISION, POINT MUGU AND CHINA LAKE CA; AT CONTRACTORS FACILITY (BLOCK 6A); AND OTHER DOD AGENCIES AND THEIR CONTRACTORS.

DOCUMENTATION GENERATED AS A RESULT OF THIS CONTRACT WILL BE CLASSIFIED IN ACCORDANCE WITH SOURCE MATERIAL PROVIDED BY THE USER AND WILL CARRY THE MOST RESTRICTIVE DOWNGRADING/DECLASSIFICATION INSTRUCTIONS, WARNING NOTICES AND CONTROL MARKINGS APPLICABLE. A LISTING OF SOURCE MATERIAL WILL BE INCLUDED AS A PART OF THE DOCUMENT PREPARED BY THE CONTRACTOR.

CLASSIFIED MATERIAL GENERATED UNDER THIS CONTRACT WILL BE MARKED WITH THE MOST RESTRICTIVE DOWNGRADING/DECLASSIFICATION INSTRUCTION APPLICABLE PROVIDED BY THE SECURITY CLASSIFICATION GUIDE(S) AND PER THE NEW DERIVATIVE CLASSIFICATION MARKINGS UNDER EXECUTIVE ORDER 12958. OPNAV NOTE 5510 OF 16 OCT 1995, SUBJ: "NEW DERIVATIVE CLASSIFICATION MARKINGS UNDER EXECUTIVE ORDER 12958, ATTACHMENT #6.

THE FOLLOWING SECURITY CLASSIFICATION GUIDE(s) APPLIES AND IS TRANSMITTED UNDER SEPARATE COVER:
OPNAVINST C5513.2B, (20) "EA6B PROWLER", "OR-282/ALQ-99".
OPNAVINST S5513.8, (31), "AN/ALQ-99".

THIS CONTRACT REQUIRES ACCESS TO SENSITIVE COMPARTMENTED INFORMATION (SCI). THE NAVAL AIR WARFARE CENTER WEAPONS DIVISION SPECIAL SECURITY OFFICE (SSO) HAS EXCLUSIVE SECURITY RESPONSIBILITY FOR ALL SCI CLASSIFIED MATERIAL RELEASED TO OR DEVELOPED UNDER THIS CONTRACT. DSS HAS NO SECURITY INSPECTION RESPONSIBILITY FOR ALL SUCH MATERIAL BUT RETAINS RESPONSIBILITY FOR ALL NON-SCI CLASSIFIED MATERIAL RELEASED TO OR DEVELOPED UNDER THIS CONTRACT.

ACCESS TO SCI AUTHORIZED AT GOVERNMENT SCI ONLY.

NO PUBLIC RELEASE OF SCI AUTHORIZED.

CONTRACTOR TEMPEST QUESTIONNAIRE

1. The following TEMPEST questionnaire must be completed and sent to the contracting authority and the Certified TEMPEST Technical Authority within 30 days after contract has been awarded to CONTRACTORS who will be processing National Security Information at the SECRET - SPECIAL CATEGORY or higher level. This is an information collection questionnaire only. This is not a directive, implied requirement or an encouragement to procure TEMPEST equipment or shielding for use on this contract. DO NOT procure TEMPEST equipment unless specifically directed by the contracting authority.

a. Please answer the following questions promptly and return the information to the contracting authority and to the Certified TEMPEST Technical Authority listed below:

Department of the Navy
Code 723AF
SPAWARSYSCEN
P. O. Box 190022
North Charleston, SC 29419-9022

1. What is the highest classification level of material to be processed/handled by electronic or electromechanical automated information processing equipment?

2. What special categories of classified material (Sensitive Compartmented Information, Nuclear Command and Control, Special Access Program, Single Integrated Operational Plan, etc.) are processed?

3. What is the approximate percentage of processing time for Top Secret and Special Category information compared to the total processing time?

4. Provide the specific location, address and zip code, where the classified processing will be performed.

5. Provide facility information, are there other tenants, other tenant's names, type of business (govt., commercial, foreign commercial, foreign govt., etc.).

6. Provide the name, address, position title and phone number at the facility where classified processing will occur, a point of contact who is knowledgeable of the processing requirement, the types of equipment to be used and the physical layout of the facility.

7. Perishability of Information Processed - Identify if the information being processed is of long term value (e.g. strategic) or short term value (e.g. tactical).

8. Physical Control - Describe the physical/access control over the facility and areas containing the system under review. This includes guards (number, hours of posting, patrols, etc.); badging; control over access to facility; alarms; procedures to monitor/control uncleared or unauthorized personnel including maintenance force, vending personnel, and telephone/power maintainers/installers. Determine the level of authority which exists for the inspection or removal of personnel who could potentially exploit TEMPEST vulnerabilities. Examine the posting of warning signs and the implementation of procedures in effect to exercise control over parking and other areas adjacent to or in close proximity to the facility/system under review.

9. TEMPEST Profile of Equipment - Provide generic or actual TEMPEST profile information for each equipment/system used to process classified information at the facility. Identify existing on-site TEMPEST test results for the facility including zoning tests.

b. Is this company foreign owned or controlled? If so what is the country?

c. Provide contract number and identify sponsoring command.

2. Additional information:

a. Prime contractors cannot pass TEMPEST requirements to subcontractors. Subcontractors must submit a Contractor TEMPEST Questionnaire prior to processing.

b. Interim processing for Top Secret Non Special Category and below is allowed once the contractor's TEMPEST Countermeasure Review is received.

c. TEMPEST Countermeasure Reviews for awarded contracts should be mailed return receipt requested to:

Department of the Navy
Code 723AF
SPAWARSYSCEN
P. O. Box 190022
North Charleston, SC 29419-9022

d. Provide the local TEMPEST Control Officer with copy of countermeasure results.

e. For questions concerning the completion of this form contract Mr. Andy Fisher at (803) 974-6785, DSN 563-2030 extension 6785, at SPAWARSYSCEN.

"FOR OFFICIAL USE ONLY" INFORMATION

The "For Official Use Only" (FOUO) marking is assigned to information at the time of its creation in a DoD User Agency. It is not authorized as a substitute for a security classification marking but is used on official government information that may be withheld from the public under exemptions 2 through 9 of the Freedom of Information Act.

Other non-security markings, such as "Limited Official Use" and "Official Use Only" are used by non-DoD User Agencies for the same type of information and should be safeguarded and handled in accordance with instruction received from such agencies.

Use of the above markings does not mean that the information cannot be released to the public, only that it must be reviewed by the Government prior to its release to determine whether a significant and legitimate government purpose is served by withholding the information or portions to it.

Identification Markings. An unclassified document containing FOUO information will be marked "For Official Use Only" at the bottom of the front cover (if any), on the first page, on each page containing FOUO information, on the back page, and on the outside of the back cover (if any). No portion markings will be shown. Within a classified document, an individual page contains both FOUO and classified information will be marked at the top and bottom with the highest security classification of information appearing on the page. If an individual portion contains FOUO information but no classified information, the portion will be marked, "FOUO."

Removal of the "For Official Use Only" marking can only be accomplished by the originator or other competent authority. When the "For Official Use Only" status is terminated, all known holders will be notified to the extent practical.

Dissemination. Contractors may disseminate "For Official Use Only" information to their employees and subcontractors who have a need for the information in connection with a classified contract.

Storage. During working hours, "For Official Use Only" information shall be placed in an out-of-sight location if the work area is accessible to persons who do not have a need for the information. During nonworking hours, the information shall be stored to preclude unauthorized access. Filing such material with other unclassified records in unlocked files or desks, is adequate when internal building security is provided during nonworking hours. When such internal security control is not exercised, locked buildings or rooms will provide adequate after-hours protection or the material can be stored in locked receptacles such as file cabinets, desks, or bookcases.

Transmission. "For Official Use Only" information may be sent via first-class mail or parcel post. Bulky shipments may be sent by fourth-class mail.

Disposition. When no longer needed, FOUO information may be disposed of by tearing each copy into pieces to preclude reconstructing, and placing it in a regular trash container or as directed by the User Agency.

Unauthorized Disclosure. Unauthorized disclosure of "For Official Use Only" information does not constitute a security violation but the releasing agency should be informed of any unauthorized disclosure. The unauthorized disclosure of FOUO information protected by the Privacy Act may result in criminal sanctions.

**SECURITY GUIDELINES FOR THE HANDLING OF INTELLIGENCE INFORMATION
FOR CONTRACTORS:**

1. Intelligence released to cleared DoD contractors, all reproductions thereof, and all other information generated based on, or incorporating data from, remain the property of the U.S. Government. The releasing command shall govern final disposition of intelligence information unless retention is authorized. Provide the Director, ONI (ONI-5) with a copy of the retention authorization.
2. Cleared DoD contractors shall not release intelligence to any of their components or employees not directly engaged in providing services under contract or other binding agreement or to another contractor (including subcontractors) without the consent of the releasing command.
3. Cleared DoD contractors who employ foreign nationals or immigrant aliens shall obtain approval from the Director, ONI (ONI-5) before releasing intelligence, regardless of their IAA.
4. See Attachment #4, DCID 1/7, "Security Controls on the Dissemination of Intelligence Information", dated 30 JUNE 1998.

ATTACHMENT #3 TO DD-254

DCID 1/7

Security Controls on the Dissemination of Intelligence Information

(Effective 30 June 1998)

Introduction

Pursuant to the provisions of the National Security Act of 1947, as amended, Executive Order 12333, Executive Order 12958 and implementing directives thereto, policies, controls, and procedures for the dissemination and use of intelligence information and related materials are herewith established in this Director of Central Intelligence Directive (Directive or DCID). Nothing in this policy is intended to amend, modify, or derogate the authorities of the DCI contained in Statute or Executive Order.

1.0 Policy

1.1 It is the policy of the DCI that intelligence be produced in a way that balances the need for maximum utility of the information to the intended recipient with protection of intelligence sources and methods. The controls and procedures established by this directive should be applied uniformly in the dissemination and use of intelligence originated by all Intelligence Community components in accordance with the following principles:

- 1.1.1 Originators of classified intelligence information should write for the consumer. This policy is intended to provide for the optimum dissemination of timely, tailored intelligence to consumers in a form that allows use of the information to support all need to know customers.
- 1.1.2 The originator of intelligence is responsible for determining the appropriate level of protection prescribed by classification and dissemination policy. Originators shall take a risk management approach when preparing information for dissemination.

2.0 Purpose

- 2.1 This Directive establishes policies, controls, and procedures for the dissemination and use of intelligence information to ensure that, while facilitating its interchange for intelligence purposes, it will be adequately protected. This Directive implements and amplifies applicable portions of the directives of the Information Security Oversight Office issued pursuant to Executive Order (E.O.) 12958 and directives of the Security Policy Board issued pursuant to E.O. 12958 and PDD-29.
- 2.2 Additionally, this Directive sets forth policies and procedures governing the release of intelligence to contractors and consultants, foreign governments, international organizations or coalition partners consisting of sovereign states, and to foreign nationals and immigrant aliens, including those employed by the US Government, pursuant to DCID 5/6, Intelligence Disclosure Policy.
- 2.3 Executive Order 12958 provides for the establishment of Special Access Programs, including Sensitive Compartmented Information. DCID 3/29 provides procedures for the establishment and review of Special Access Programs pertaining to intelligence activities and restricted collateral information. Intelligence Community components may establish and maintain dissemination controls on such information as approved under the policies and procedures contained in DCID 3/29, this DCID, and implementing guidance.

3.0 Definitions

- 3.1 "Caveated" information is information subject to one of the authorized control markings under Section 9.
- 3.2 Intelligence Community (and agencies within the Intelligence Community) refers to the United States Government agencies and organizations and activities identified in section 3 of the National Security Act of 1947, as amended, 50 USC 401a(4), and Section 3.4(f) (1 through 6) of Executive Order 12333.
- 3.3 Intelligence information and related materials (hereinafter referred to as "Intelligence") include the following information, whether written or in any other medium, classified pursuant to E.O. 12958 or any predecessor or successor Executive Order:
 - 3.3.1 Foreign intelligence and counterintelligence defined in the National Security Act of 1947, as amended, and in Executive Order 12333;
 - 3.3.2 Information describing US foreign intelligence and counterintelligence activities, sources, methods, equipment, or methodology used for the acquisition, processing, or exploitation of such intelligence; foreign military hardware obtained through intelligence activities for exploitation and the results of the exploitation; and any other data resulting from US intelligence collection efforts; and,
 - 3.3.3 Information on Intelligence Community protective security programs (e.g., personnel, physical, technical, and information security).
- 3.4 "Need-to-know" is the determination by an authorized holder of classified information that a prospective recipient requires access to specific classified information in order to perform or assist in a lawful and authorized governmental function. Such persons shall possess an appropriate security clearance and access approval granted pursuant to Executive Order 12968, Access to Classified Information.
- 3.5 Senior Official of the Intelligence Community (SOIC) is the head of an agency, office, bureau, or other intelligence element as identified in Section 3 of the National Security Act of 1947, as amended, 50 USC 401a(4), and Section 3.4(f) (1 through 6) of Executive Order 12333.
- 3.6 A "tear line" is the place on an intelligence report (usually denoted by a series of dashes) at which the sanitized version of a more highly classified and/or controlled report begins. The sanitized

sanitized version of a more highly classified and/or controlled report begins. The sanitized information below the tear line should contain the substance of the information above the tear line, but without identifying the sensitive sources and methods. This will permit wider dissemination, in accordance with the "need to know" principle and foreign disclosure guidelines, of the information below the tear line.

4.0 General Applicability

- 4.1 In support of the Policy Statement in Section 1.0, classifiers of intelligence information shall take a risk management approach when preparing information for dissemination. In the interest of the widest possible dissemination of information to consumers with a "need to know", classifiers shall carefully consider the needs of all appropriate intelligence consumers regarding sources and methods information or sensitive analytic comments and use control markings only when necessary and in accordance with this directive, using tearlines and other formats to meet consumer needs for intelligence.
- 4.2 In carrying out this policy, intelligence producers shall prepare their reports and products at the lowest classification level commensurate with expected damage that could be caused by unauthorized disclosure. When necessary, the material should be prepared in other formats (e.g. tear-line form) to permit broader dissemination or release of information.
- 4.3 All material shall be portion marked to allow ready identification of information that cannot be broadly disseminated or released, except for material for which a waiver has been obtained under EO 12958.
- 4.4 The substance of this Directive shall be promulgated by each Intelligence Community component, and appropriate procedures permitting prompt interagency consultation established.

5.0 Use By and Dissemination Among Executive Branch Departments/Agencies of the US Government

5.1 Executive Order 12958 provides that classified information originating in one US department or agency shall not be disseminated beyond any recipient agency without the consent of the originating agency. However, to facilitate use and dissemination of intelligence within and among Intelligence Community components and to provide for the timely flow of intelligence to consumers, the following controlled relief to the "third agency rule" is hereby established:

5.1.1 Each Intelligence Community component consents to the use of its classified intelligence in classified intelligence products of other Intelligence Community components, including its contractors under Section 6, and to the dissemination of those products within executive branch departments/agencies of the US Government, except as specifically restricted by controls defined in this directive or other DCI guidance.

5.1.2 As provided in 5.1.1, classified intelligence that bears no restrictive control markings may be given secondary US dissemination in classified channels to any US executive branch department/agency not on original distribution if (a) the intelligence has first been sanitized by the removal of all references and inferences to intelligence sources and methods and the identity of the producing agency, or (b) if the product is not so sanitized, the consent of the originator has been obtained. If there is any doubt concerning a reference or inference to intelligence sources and methods, relevant intelligence documents should not be given secondary dissemination until the recipient has consulted with the originator.

5.1.3 Any component disseminating intelligence beyond the Intelligence Community assumes responsibility for ensuring that recipient organizations agree to observe the need-to-know principle and the restrictions prescribed by this directive, and to maintain adequate safeguards.

6.0 Policy and Procedures Governing the Release of Intelligence to Contractors and Consultants

6.1.1 SOICs, or their designees, may release intelligence to appropriately cleared or access-approved US contractors and consultants (hereinafter "contractor") having a demonstrated "need to know" without referral to the originating agency prior to release provided that:

6.1.1.1 At the initiation of the contract, the SOIC or her/his designee specifies and certifies in writing that disclosure of the specified information does not create an unfair competitive advantage for the contractor or a conflict of interest with the contractor's obligation to protect the information. If, during the course of the contract, the contractor's requirements for information changes to require new or significantly different information, the SOIC or his/her designee shall make a new specification and certification. In cases where the designated official cannot or does not resolve the issue of unfair competitive advantage or conflict of interest, consent of the originator is required;

6.1.1.2 Release is made only to contractors certified by the SOIC (or designee) of the sponsoring organization as performing classified services in support of a national security mission;

6.1.1.3 The contractor has an approved safeguarding capability if retention of the intelligence is required;

6.1.1.4 Contractors are not authorized to disclose further or release intelligence to any of their components or employees or to another contractor (including subcontractors) without the prior written notification and approval of the SOIC or his/her designee unless such

disclosure or release is authorized in writing at the initiation of the contract as an operational requirement;

- 6.1.1.5 Intelligence released to contractors, all reproductions thereof, and all other material generated based on, or incorporating data therefrom (including authorized reproductions), remain the property of the US Government. Final disposition of intelligence information shall be governed by the sponsoring agency;
- 6.1.1.6 National Intelligence Estimates (NIEs), Special National Intelligence Estimates (SNIEs), and Interagency Intelligence Memoranda may be released to appropriately cleared contractors possessing an appropriate level facility clearance and need-to-know, except as regulated by provisions concerning proprietary information as defined in sections 6.1.1.7 and 9.3, below;
- 6.1.1.7 Except as provided in section 6.3 below, intelligence that bears the control marking "CAUTION-PROPRIETARY INFORMATION INVOLVED" (abbreviated "PROPIN" or "PR") may not be released to contractors, unless prior permission has been obtained from the originator and those providing the intelligence to the originator. Intelligence that bears the control marking, "Dissemination and Extraction of Information Controlled By Originator" (abbreviated "ORCON") may only be released to contractors within Government facilities. These control markings are further described under Sections 9.2 and 9.3, below; and
- 6.1.1.8 Authorized release to foreign nationals or foreign contractors is undertaken through established channels in accordance with sections 7 and 8, and DCID 5/6, Intelligence Disclosure Policy, and the National Policy and Procedures for the Disclosure of Classified Military Information to Foreign Governments and International Organizations (abbreviated title: National Disclosure Policy 1 or NDP 1) to the extent consistent with DCIDs and other DCI guidance.

6.2 Policies and Procedures for Contractors Inside Government Owned or Controlled Facilities

- 6.2.1 Contractors who perform duties inside a Government owned or controlled facility will follow the procedures and policies of that sponsoring Intelligence Community member in accordance with Section 6.1 of this directive

6.3 Policies and Procedures for Contractors Outside Government Owned or Controlled Facilities

- 6.3.1 Contractors who perform duties outside of Government owned or controlled facilities will adhere to the following additional policies and procedures:
 - 6.3.1.1 The SOIC of the sponsoring agency, or her/his designee, is responsible for ensuring that releases to contractors of intelligence marked ORCON and/or PROPIN are made only with the consent of the originating agency pursuant to this Directive and through established channels; (See Sections 9.2 and 9.3);
 - 6.3.1.2 The sponsoring agency shall maintain a record of material released;
 - 6.3.1.3 Contractors shall establish procedures to control all intelligence received, produced, and held by them in accordance with the provisions of the National Industrial Security Program Operating Manual. This will not impose internal receipt and document accountability requirements for internal traceability and audit purposes;
 - 6.3.1.4 All reproductions and extractions of intelligence shall be classified, marked, and controlled in the same manner as the original(s);
 - 6.3.1.5 Sensitive Compartmented Information released to contractors shall be controlled pursuant to the provisions of DCID 1/19, Security Policy for Sensitive Compartmented Information (SCI); and,
 - 6.3.1.6 Sponsoring agencies shall delete any reference to the Central Intelligence Agency, the

phrase "Directorate of Operations" and any of its components, the place acquired, the field number, the source description, and field dissemination from all CIA Directorate of Operations reports passed to contractors, unless prior approval to do otherwise is obtained from CIA.

7.0 Release to Foreign Governments, International Organizations, and Coalition Partners

- 7.1 It is the policy of the DCI that intelligence may be shared with foreign governments, and international organizations or coalition partners consisting of sovereign states to the extent such sharing promotes the interests of the United States, is consistent with US law, does not pose unreasonable risk to US foreign policy or national defense, and is limited to a specific purpose and normally of limited duration. The release of intelligence to such entities is subject to this Directive, DCID 5/6, Intelligence Disclosure Policy, and NDP 1 to the extent consistent with DCIDs and other DCI guidance.
 - 7.1.1 Intelligence Community elements shall restrict the information subject to control markings to the minimum necessary. If it is not possible to prepare the entire report at the collateral, uncaveated level, IC elements shall organize their intelligence reports and products to identify clearly information not authorized for release to foreign entities.
- 7.2 Intelligence information that bears no specific control marking may be released to foreign governments, international organizations, or coalition partners provided that:
 - 7.2.1 A positive foreign disclosure decision is made by a Designated Intelligence Disclosure Official in accordance with procedures in DCID 5/6;
 - 7.2.2 No reference is made to the originating agency or to the source of the documents on which the released product is based; and,
 - 7.2.3 The source or manner of acquisition of the intelligence (including analytic judgments or techniques), and/or the location where the intelligence was collected (if relevant to protect sources and methods) is not revealed and cannot be deduced in any manner.
- 7.3 RESTRICTED DATA and FORMERLY RESTRICTED DATA may only be released to foreign governments pursuant to an agreement for cooperation as required by Sections 123 and 144 of Public Law 585, Atomic Energy Act of 1954, as amended.

8.0 Dissemination to Non-Governmental Foreign Nationals or Foreign Contractors

- 8.1 It is the policy of the DCI that no classified intelligence will be shared with foreign nationals, foreign contractors, or international organizations not consisting of sovereign states, except in accordance with the provisions of this Section.
- 8.2 Intelligence, even though it bears no restrictive control markings, will not be released in any form to foreign nationals or immigrant aliens (including those employed by, used by, or integrated into the US Government) without the permission of the originator. In such cases where permission of the originator has been granted, the release must be in accordance with DCID 5/6, and the NDP 1 to the extent consistent with DCIDs and other DCI guidance.
- 8.3 Release of intelligence to a foreign contractor or company under contract to the US Government must be through the foreign government of the country which the contractor is representing, unless otherwise directed in government-to-government agreements or there is an appropriate US channel for release of the information. Provisions concerning release to foreign governments is contained in Section 7.0, above.

9.0 Authorized Control Markings

- 9.1 DCI policy is that the authorized control markings for intelligence information in this Section shall be individually assigned as prescribed by an Original Classification Authority (OCA) or by officials designated by a SOIC and used in conjunction with security classifications and other markings specified by Executive Order 12958 and its implementing directive(s). Unless originator consent is obtained, these markings shall be carried forward to any new format or medium in which the same information is incorporated.
 - 9.1.1 To the maximum extent possible, information assigned an authorized control marking shall not be combined with uncaveated information in such a way as to render the uncaveated information subject to the control marking. To fulfill the requirements of paragraph 9.6.1 below, SOICs shall establish procedures in implementing directives to expedite further dissemination of essential intelligence. Whenever possible, caveated intelligence information reports should include the identity and contact instructions of the organization authorized to approve further dissemination on a case-by-case basis.
- 9.2 "DISSEMINATION AND EXTRACTION OF INFORMATION CONTROLLED BY ORIGINATOR" (ORCON)
 - 9.2.1 This marking (ORCON or abbreviated OC) may be used only on classified intelligence that clearly identifies or would reasonably permit ready identification of intelligence sources or methods that are particularly susceptible to countermeasures that would nullify or measurably reduce their effectiveness. It is used to enable the originator to maintain continuing knowledge and supervision of distribution of the intelligence beyond its original dissemination. This control marking may not be used when access to the intelligence information will reasonably be protected by use of its classification markings, i.e., CONFIDENTIAL, SECRET or TOP SECRET, or by use of any other control markings specified herein or in other DCIDs. Requests for further dissemination of intelligence bearing this marking shall be reviewed in a timely manner.
 - 9.2.2 Information bearing this marking may be disseminated within the headquarters² and specified subordinate elements of recipient organizations, including their contractors within Government facilities. This information may also be incorporated in whole or in part into other briefings or products, provided the briefing or intelligence product is presented or distributed only to original recipients of the information. Dissemination beyond headquarters and specified

subordinate elements or to agencies other than the original recipients requires advance permission from the originator.

9.2.3 Information bearing this marking must not be used in taking investigative or legal action without the advance permission of the originator.

9.2.4 As ORCON is the most restrictive marking herein, agencies that originate intelligence will follow the procedures established in the classified DCID 1/7 Supplement, "Guidelines for Use of ORCON Caveat."

9.3 "CAUTION-PROPRIETARY INFORMATION INVOLVED" (PROPIN). This marking is used, with or without a security classification, to identify information provided by a commercial firm or private source under an express or implied understanding that the information will be protected as a proprietary trade secret or proprietary data believed to have actual or potential value³. This marking may be used on government proprietary information only when the government proprietary information can provide a contractor(s) an unfair advantage, such as US Government budget or financial information. Information bearing this marking shall not be disseminated outside the Federal Government in any form without the express permission of the originator of the intelligence and provider of the proprietary information. This marking precludes dissemination to contractors irrespective of their status to, or within, the US Government without the authorization of the originator of the intelligence and provider of the information. This marking shall be abbreviated "PROPIN" or "PR."

9.4 "NOT RELEASABLE TO FOREIGN NATIONALS" - NOFORN (NF). This marking is used to identify intelligence which an originator has determined falls under the criteria of DCID 5/6, "Intelligence Which May Not Be Disclosed or Released," and may not be provided in any form to foreign governments, international organizations, coalition partners, foreign nationals, or immigrant aliens without originator approval.

9.5 "AUTHORIZED FOR RELEASE TO..(name of country(ies)/international organization)" (REL TO). This control marking is used when a limited exception to the marking requirements in Section 9.4 may be authorized to release the information beyond US recipients. This marking is authorized only when the originator has an intelligence sharing arrangement or relationship with a foreign government approved in accordance with DCI policies and procedures that permits the release of the specific intelligence information to that foreign government, but to no other in any form without originator consent.

9.6 Further Dissemination of Intelligence with Authorized Control Marking(s)

9.6.1 This Directive does not restrict an authorized recipient of intelligence at any level from directly contacting the originator of the intelligence to ask for relief from a specific control marking(s) in order to further disseminate intelligence material to additional users for which the authorized original recipient believes there is a valid need-to-know. Authorized recipients are encouraged to seek such further dissemination through normal liaison channels for release to US Government agencies or contractors and through foreign disclosure channels for foreign release, on a case-by-case basis, in order to expedite further dissemination of essential intelligence.

9.6.2 Authorized recipients may obtain information regarding points of contact at agencies that originate intelligence from their local dissemination authorities or from instructions issued periodically by these intelligence producers. Intelligence products often also carry a point of contact name/office and telephone number responsible for the product. If no other information is available, authorized recipients are encouraged to contact the producing agency of the document to identify the official or office authorized to provide relief from authorized control marking(s).

9.6.3 If there are any questions about whom to contact for guidance, recipients are also encouraged

to contact the Director of Central Intelligence (DCI) representative at the Commander-in-Chief (CINC) Headquarters, overseas mission, trade delegation, or treaty negotiating team under which they operate.

- 9.7 A SOIC may authorize the use of additional security control markings for Sensitive Compartmented Information (SCI), Special Access Program (SAP) information, restricted collateral information, or other classified intelligence information, consistent with policies and procedures contained in DCID 3/29 and this directive. A uniform list of security control markings authorized for dissemination of classified information by components of the Intelligence Community, and the authorized abbreviated forms of such markings, shall be compiled in the central register maintained pursuant to DCID 3/29. The forms of the markings and abbreviations listed in this register shall be the only forms of those markings used for dissemination of classified information by components of the Intelligence Community, unless an exception is specifically authorized by a SOIC.

10.0 Dissemination and Disclosure Under Emergency Conditions

- 10.1 Certain emergency situations ⁴ that involve an imminent threat to life or mission warrant dissemination of intelligence to organizations and individuals not routinely included in such dissemination. When the national command authority (NCA) directs that an emergency situation exists, SOICs will ensure that intelligence support provided to the ongoing operations conforms with this Directive, DCID 5/6, and NDP 1 to the maximum extent practical and consistent with the mission.
- 10.1.2 Dissemination of intelligence under this provision is authorized only if: (a) an authority designated by the military commander or civilian official determines that adherence to this DCID reasonably is expected to preclude timely dissemination to protect life or mission; (b) disseminations are for limited duration and narrowly limited to persons or entities that need the information within 72 hours to satisfy an imminent emergency need; and (c) there is insufficient time to obtain approval through normal intelligence disclosure channels.
- 10.1.3 The disclosing authority will report the dissemination through normal disclosure channels within 24 hours of the dissemination, or at the earliest opportunity thereafter as the emergency permits. For purposes of this provision, planning for contingency activities or operations not expected to occur within 72 hours does not constitute "imminent" need that warrants exercise of the emergency waiver to bypass the requirements of this DCID.
- 10.1.4 Military commanders and/or responsible civilian officials will ensure that written guidelines for emergency dissemination contain provisions for safeguarding disseminated intelligence and notifying producers of disclosures of information necessary to meet mission requirements.
- 10.1.5 The NCA, and/or major commands or responsible civilian officials will immediately advise intelligence producers when the emergency situation ends.

11.0 Procedures Governing Use of Authorized Control Markings

- 11.1 Any recipient desiring to disseminate intelligence in a manner contrary to the control markings established by this Directive must obtain the advance permission of the agency that originated the intelligence. Such permission applies only to the specific purpose agreed to by the originator and does not automatically apply to all recipients. Producers of intelligence will ensure that prompt consideration is given to recipients' requests with particular attention to reviewing and editing, if necessary, sanitized or paraphrased versions to derive a text suitable for release subject to lesser or no control marking(s).
- 11.2 The control markings authorized above shall be shown on the title page, front cover, and other applicable pages of documents; incorporated in the text of electrical communications; shown on graphics; and associated (in full or abbreviated form) with data stored or processed in automated information systems. The control markings also shall be indicated by parenthetical use of the marking abbreviations at the beginning or end of the appropriate portions in accordance with E.O. 12958.

12.0 Obsolete Restrictions and Control Markings

- 12.1 The following control markings are obsolete and will not be used in accordance with the following guidelines:
- 12.1.1 WNINTEL and NOCONTRACT. The control markings, Warning Notice - Intelligence Sources or Methods Involved (WNINTEL), and NOT RELEASABLE TO CONTRACTORS/CONSULTANTS (abbreviated NOCONTRACT or NC) were rendered obsolete effective 12 April 1995. No permission of the originator is required to release, in accordance with this Directive, material marked WNINTEL. Holders of documents prior to 12 April 1995 bearing the NOCONTRACT marking should apply the policies and procedures contained in Section 6.1 for possible release of such documents.
- 12.1.2 Remarkings of material bearing the WNINTEL, or NOCONTRACT, control marking is not required; however, holders of material bearing these markings may line through or otherwise remove the marking(s) from documents or other material.
- 12.1.3 Other obsolete markings include: WARNING NOTICE-INTELLIGENCE SOURCES OR METHODS INVOLVED, WARNING NOTICE-SENSITIVE SOURCES AND METHODS INVOLVED, WARNING NOTICE-INTELLIGENCE SOURCES AND METHODS INVOLVED, WARNING NOTICE-SENSITIVE INTELLIGENCE SOURCES AND METHODS INVOLVED, CONTROLLED DISSEM, NSC PARTICIPATING AGENCIES ONLY, INTEL COMPONENTS ONLY, LIMITED, CONTINUED CONTROL, NO DISSEM ABROAD, BACKGROUND USE ONLY, USIB ONLY, NFIB ONLY.
- 12.2 Questions with respect to current applications of all control markings authorized by earlier Directives on the dissemination and control of intelligence and used on documents issued prior to the effective date of this Directive should be referred to the agency or department originating the intelligence so marked.

13.0 Reporting Unauthorized Disclosures

- 13.1 Violations of the foregoing restrictions and control markings that result in unauthorized disclosure by one agency of the intelligence of another shall be reported to the Director of Central Intelligence through appropriate Intelligence Community channels.

14.0 Responsibilities of SOICs

- 14.1 SOICs shall be responsible for the implementation of internal controls and shall conduct training to ensure that the dissemination and release policies contained in this Directive and the limitations on the use of control markings are followed. SOICs shall assure that agency personnel are accountable for the proper marking of classified information under this Directive and Section 5.6 of EO 12958.
- 14.2 SOICs shall establish challenge procedures by which US consumers may register complaints about the misuse of control markings or the lack of use of tear line reporting or portion marking. Information concerning such challenges shall be provided to the Security Policy Board staff upon request or for the annual review.

15.0 Annual Report on the Use of Control Markings

- 15.1 The Security Policy Board staff shall report to the DCI and Deputy Secretary of Defense on Intelligence Community compliance with this Directive, including recommendations for further policies in this area. The report will include an in-depth evaluation of the use of control markings in intelligence reporting/production, including consumer evaluations and producer perspectives on implementation of the Directive. The report shall also include information and statistics on challenges formally lodged pursuant to agency procedures under section 1.9 of Executive Order 12958 within and among intelligence agencies on the use of control markings, including their adjudication and the number of times the authority in Section 10 was used and the documents provided. In order to inform the Security Policy Board staff of substantive detail in these areas for purposes of this review, Intelligence Community elements shall respond to requests for information from the Security Policy Board staff. Intelligence Community elements may build this program into their Self-Inspection programs under E.O. 12958. The Security Policy Board staff shall also obtain pertinent information on this subject from intelligence consumers as required.
- 15.2 The report required by this Section shall be conducted annually, unless otherwise directed by the DCI. The Staff Director, Security Policy Board shall establish the schedule for the report.

16.0 Interpretation

- 16.1 Questions concerning the implementation of this policy and these procedures shall be referred to the Community Management Staff.

Signed by George D. Tenet

30 June 1998

Director of Central Intelligence

Date

Footnotes:

- 1 This Directive supersedes DCID 1/7, dated 12 April 1995
 - 2 Recipients will apprise originating agencies as to which components comprise the headquarters element and identify subordinate elements that may be included as direct recipients of intelligence information.
 - 3 This provision is a requirement of the Trade Secrets Act, as amended (18 USC 1905). The consent of the originator is required to permit release of material marked CAUTION-PROPRIETARY INFORMATION INVOLVED, PROPIN or PR to other than federal government employees.
 - 4 For the purposes of implementing this portion of the DCID, "emergency situation" is defined as one of the following:
 - a. declared Joint Chiefs of Staff (JCS) alert condition of defense emergency, air defense emergency or DEFCON 3;
 - b. hostile action(s) being initiated against the United States or combined US/coalition/friendly forces;
 - c. US persons or facilities being immediately threatened by hostile forces;
 - d. US or combined US/coalition/friendly forces planning for or being deployed to protect or rescue US persons, or US/coalition/friendly forces;
 - e. US civilian operations in response to US or international disasters/catastrophes of sufficient severity to warrant Presidential declared disaster assistance/relief.
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Note:

DCID 1/7 must be marked CONFIDENTIAL//NOFORN//X1 when attached to the text of the DCID 1/7 Supplement.

UNCLASSIFIED//FOR OFFICIAL USE ONLY

**OPERATIONS SECURITY
GUIDANCE
FOR
CONTRACTORS**

AUGUST 1993

**PREPARED BY:
OPERATIONS SECURITY OFFICE
SAFETY AND SECURITY DEPARTMENT
NAVAL AIR WEAPONS STATION
CHINA LAKE, CALIFORNIA 93555-6001
and
Point Mugu, California 93042-5000**

ATTACHMENT **5** TO DD FORM 254
OF **8-8-2001**

OPERATIONS SECURITY GUIDANCE FOR CONTRACTORS

DEFINITION

Operations security, or OPSEC, is the process of denying adversaries information about friendly [our] capabilities and intentions by identifying, controlling, and protecting indicators associated with planning and conducting military operations and other activities. OPSEC applies and should be emphasized at all levels of management down to the lowest shop and office level. Essentially, OPSEC has two objectives:

1. Protecting friendly operations
2. Degrading an adversary's war fighting capabilities through denial or control of information essential for planning and decision making.

BACKGROUND

One of the prime objectives of the U.S. intelligence community is the early acquisition of critical information regarding the research, development, testing, and evaluation (RDT&E) of adversarial military weapon systems and associated hardware. Conversely, there is no doubt that this nation's potential adversaries are also very interested in our own development of military systems.

1. The reason for this mutual interest derives from the basic objectives of military intelligence: to avoid being surprised on the battlefield, while at the same time having the ability to render an adversary helpless through the element of surprise.

2. To avoid being surprised on the battlefield, it is of utmost importance to have prior knowledge of weapons the adversary might use, their capabilities, methods of employment and susceptibility to countermeasures and counterattacks. It is imperative that this information be acquired as early as possible, thus making the development and initial testing phases of a weapon system a prime target for intelligence collection.

The purpose of this foreign intelligence effort is to determine general developmental trends of future U.S. weaponry, to obtain hard-core parametric data about specific weapons in order to devise countermeasures, and to acquire advanced technology that could possibly reduce developmental time and money associated with a country's own military hardware programs.

With this emphasis, it is easy to understand why our potential adversaries are most interested in the work and results of the Department of Defense and its contractors.

Experience from the early days of Vietnam and the original OPSEC effort (code-named Purple Dragon) demonstrated that something other than the traditional security programs (information, personnel, physical and industrial security) was required to maintain this element of surprise and to deter foreign intelligence collection efforts. This has developed the OPSEC concept which, unlike conventional security programs, focuses on identifying and protecting the specific information needed by an adversary to undermine the effectiveness of a specific operation or weapon system.

OPSEC is not designed to replace traditional security programs. Traditional security programs are aimed at the protection of classified information, while OPSEC is aimed at the protection of *indicators*, classified or unclassified, that reveal *U.S. capabilities or intentions*.

Evaluations of peacetime and crisis deployments; exercises, reconnaissance, systems acquisition tests, personnel, logistics and security functions; test ranges, laboratories, and other activities, revealed the need to apply OPSEC to RDT&E activities as well as combat operations.

INDICATORS

Unless an adversary has access to planning actions by means of espionage that exploit classified information, he must depend on intelligence derived from detectable activities.

1. Detectable activities include any emission or reflection of energy, any action, or anything that can be easily observed or recorded, and all material available to the public. Detectable activities are defined as activities incident to routine operations that convey information to our adversaries.

2. When detectable activities are observed, photographed or "detected" by human or technical means, they may provide our adversaries with sufficient information to reach conclusions approximating classified information about our intentions and capabilities. This enables our adversaries to make effective planning decisions.

3. Routinely, detectable activities are harmless; however, when the information revealed is essential to the needs of the adversary, it may compromise our end product and negate our efforts. These harmful detectable activities are known as indicators and observables.

a. An indicator is any item of information which reflects an intention or capability. Indicators are obtained from documentation such as supply stubs, personnel records, test schedules, test plans, OPSEC plans, required operational capabilities, program introductions, mission statements, test evaluations, etc.

b. An observable is an activity or anything (such as equipment, technical documents, etc.) that can be observed or photographed by human agents or any of the multidisciplinary technical intelligence collection methods such as the interception and analysis of compromising computer emanations, radio and telephone communications, radar emissions, and other intentional and unintentional electronic emissions, as well as technical imaging techniques such as photography, infrared photography, and radar imagery.

PROCESS

OPSEC is the process used in the RDT&E community to maintain the element of surprise regarding the development of U.S. weapons systems. OPSEC, as applied to weapons systems development, is the identification, control and protection of the specific essential information needed by an adversary to develop countermeasures and countertactics, or that which could be crucial in the transfer of technology. The essential information that must be protected need not be classified and is usually viewed as unimportant when examined in isolation.

OPSEC is a systematic process designed to be an integral part of overall planning.

1. OPSEC planners must first establish an OPSEC team composed of employees from various areas. The reason for the team approach is that OPSEC analysis requires close coordination between management, security specialists, and subject matter experts.

2. The key to the OPSEC concept is the identification of the information that requires protection. This information is called Essential Elements of Friendly [our] Information or EEFI and may be corporate proprietary data, classified information, privacy data, For Official Use Only material, or unclassified, but national security-sensitive, information.

3. When identifying EEFI, the team should include those items of information which when put together, would give either a piece or all of the essential information. This step is necessary because an adversary, like a puzzle enthusiast, does not need all the pieces to accurately guess what the picture is.

4. Next the team must identify the threat to that information by creating a composite profile of their adversary's intelligence collection capabilities.

5. Chronologically identifying all activities involving the *essential* information is the next step. All activity, including supporting activities that might reveal essential information, must be reviewed. It is important to ensure the sequence of events is exactly how the operation really works rather, than how management plans for it to work.

6. Each event in which sensitive information appears is an opportunity for an adversary to exploit, and is considered an OPSEC vulnerability.

7. It is imperative to assume the adversary's point of view during the OPSEC process; in order to know what our adversaries see, we must look at our operations with their eyes. Additionally, from a fiscal point of view, if an adversary cannot exploit a vulnerability because of the limitations in his intelligence collection capabilities, then no countermeasures are required. On the other hand, if the adversary has the capability to exploit a vulnerability, then countermeasures are warranted.

8. Finally, the OPSEC team should prioritize the vulnerabilities from the most to the least serious. Then the team can select countermeasures most effectively, using such factors as cost, ease of implementation, and number of vulnerabilities reduced.

9. Two concepts the OPSEC team should consider when developing countermeasures are:

a. Vulnerabilities can often be minimized but rarely eliminated

b. The objective of the OPSEC program is to make collection sufficiently difficult to persuade the adversary to collect information somewhere else.

SPECIAL CONSIDERATIONS

Normally, contractors activities do not in and of themselves, generate a great deal of sensitive information or EEFI; however, contractor facilities, equipment and employees are used to store, transmit and process classified information, unclassified but national security-sensitive information, and EEFI which was generated outside their facilities.

Contractor activities usually have little intrinsic intelligence value until associated with a specific weapon system or activity. Unclassified, non-proprietary, For Official Use only, and privacy data are not generally national security-related issues; however, this type of information, when merged with information pertaining to specific weapons or weapons systems, may become sensitive or even classified. Therefore, it is incumbent upon all contractors to ascertain the sensitivity of information before introducing the information into their facilities.

Operations and activities can be roughly divided into two categories with respect to OPSEC; work performed inside workspaces and work performed outside workspaces.

1. Inside workspaces OPSEC is covered by traditional security programs. Protecting information whether contained in computers, on written documents, or in communications networks is a matter of complying with information, personnel, and physical security procedures. The essence of OPSEC inside work spaces is identifying the information you need to protect, establishing minimum procedures for protecting that information, and communicating this to employees.

The sensitivity of information received by (as opposed to generated by) the facility from external sources must be determined and appropriately communicated to employees at the time this information is received at the facility.

2. Whenever work is performed outside workspaces, or whenever EEFI is released from your workspaces (to other workspaces in or out of your facility) for whatever reason, an OPSEC determination is necessary: will the activities unnecessarily expose sensitive information, and what can be done to counter this exposure? This analysis must then be documented in the form of an OPSEC plan. The OPSEC plan must address five issues:

- a. The activity that involves the sensitive information
- b. The sensitive information that might be exposed
- c. The threat to that information
- d. Where the information is vulnerable or what is it about the activity that exposes this information
- e. What countermeasures can be applied to reduce or eliminate these vulnerabilities.



DEPARTMENT OF THE NAVY
OFFICE OF THE CHIEF OF NAVAL OPERATIONS
2000 NAVY PENTAGON
WASHINGTON, D.C. 20350-2000

Canc frp: Oct 96

IN REPLY REFER TO

OPNAVNOTE 5510

Ser 09N2/5U532774

OCT 16 1995

OPNAV NOTICE 5510

From: Chief of Naval Operations
To: All Ships and Stations

Subj: NEW DERIVATIVE CLASSIFICATION MARKINGS UNDER EXECUTIVE
ORDER 12958

Ref: (a) OPNAVINST 5510.1H

Encl: (1) Exemption Categories Replacing "OADR"
(2) Guide for Derivative Classification Markings

1. Purpose. To implement new derivative classification markings required by Executive Order (EO) 12958, "Classified National Security Information," and the Office of Management and Budget (OMB) Implementing Directive for Executive Order 12958.

2. Background. EO 12958 and the OMB Implementing Directive became effective on 14 October 1995. The EO and the OMB Implementing Directive will be further implemented within the Department of the Navy (DON) by revision of reference (a), which shall remain in effect during the interim, subject only to changes authorized by this notice and subsequent issuances.

3. Discussion. The two major changes required by EO 12958 are:

a. "Derived From" replaces the "Classified By" line.

b. A 10-year automatic declassification exemption category (-ies) marking ("X1" through "X8") replaces "Originating Agency's Determination Required" ("OADR") as the duration shown in the "Declassify On" line.

4. Action. Effective on 14 October 1995, Department of the Navy commands creating new documents and material containing derivatively classified information shall:

a. Use enclosure (1) to replace "OADR" and earlier EO indefinite duration markings with the corresponding 10-year automatic declassification exemption category(-ies) marking, pending issuance of updated DON security classification guidance in the OPNAVINST 5513 series.

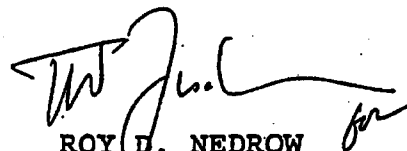
b. Use enclosure (2) to determine the appropriate markings.

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5. Points of Contact. The Chief of Naval Operations (N09N2) points of contact are Mr. Raymond P. Schmidt at (202) 433-8842/DSN 288-8842 and Mr. Ronald W. Marshall at (202) 433-8861/DSN 288-8861.

6. Cancellation Contingency. Retain this notice for reference purposes until incorporated into reference (a).


ROY D. NEDROW
Special Assistant for
Naval Investigative
Matters and Security

Distribution:

SNDL Parts 1 and 2

MARCORPS PCN 71000000000 and 71000000100

OCT 16 1995

EXEMPTION CATEGORIES REPLACING "OADR"

"Originating Agency's Determination Required" ("OADR"), and previous executive order indefinite duration markings shall not be used in new documents created after 14 October 1995.

The following 10-year automatic declassification exemption category markings shall replace "OADR" pending issuance of updated guidance in the Department of the Navy "RANKIN" Program guides, OPNAVINSTs C5513.2 through 5513.15 (NOTALs), inclusive:

<u>Exemption Category</u>	<u>New Marking</u>
(1) Intelligence source, method, or activity, or a cryptologic system or activity	X1
(2) Information that would assist in the development or use of weapons of mass destruction	X2
(3) Information that would impair the development or use of technology within a United States weapons system	X3
(4) United States military plans, or national security emergency preparedness plans	X4
(5) Foreign government information	X5
(6) Information that would damage relations between the United States and a foreign government, reveal a confidential source, or seriously undermine diplomatic activities that are reasonably expected to be ongoing	X6
(7) Information that would impair the ability of responsible United States Government officials to protect the President, the Vice President, and other individuals for whom protection services, in the interest of national security, are authorized	X7
(8) Information that would violate a statute, treaty, or international agreement	X8

GUIDE FOR DERIVATIVE CLASSIFICATION MARKINGS

[New marking requirements are shown in bold.]

On the new "Derived From" line, cite the security classification guide or source document. On the "Declassify On" line, state the date or event (which must be less than 10 years from the origination date of the document) for declassification or state the 10-year automatic declassification exemption category(-ies) listed in enclosure (1).

Example:

Derived From: OPNAVINST S5513.6D-11
Declassify On: 12 JAN 2003

Example:

Derived From: CNO (N10) ltr Ser 6S123456 of 20 Jan 96
Declassify On: Upon completion of Project BIG JUMP

Example:

Derived From: COMDESRON FIFTEEN 261023Z Dec 95
Declassify On: X4

Example:

Derived From: CNO (N10) Report 7-97 "Operation BIG JUMP"
Declassify On: X1, X4

Example:

Derived From: Multiple Sources
Declassify On: X1, X3, X5